

**State of Florida  
Department of Financial Services  
Office of Financial Regulation  
Invitation to Negotiate (“ITN”)  
Number DFS OFR ITN 15/16-06**

**REGULATORY ENFORCEMENT AND LICENSING (REAL) SYSTEM  
SUPPORT AND IMPROVEMENTS**

**CAUTION: Respondents are advised that Respondents shall submit a redacted version of the Response if Respondent considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority. This redacted copy shall be clearly titled “Redacted Copy.” FAILURE TO PROVIDE A REDACTED VERSION WHEN CONFIDENTIALITY IS CLAIMED BY THE RESPONDENT MAY BE CAUSE FOR DETERMINATION OF NONCONFORMANCE. FAILURE TO PROTECT A TRADE SECRET MAY CONSTITUTE A WAIVER OF ANY CLAIM OF CONFIDENTIALITY.**

**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.**

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**ATTACHMENTS**

- ATTACHMENT A – Contract
- ATTACHMENT B – Scope of Work
- ATTACHMENT C – Service Level Agreement
- ATTACHMENT D – Glossary of Acronyms and Terms

**EXHIBITS**

- EXHIBIT 1 – REAL System Background and Technical Architecture
- EXHIBIT 2 – PUR 1000
- EXHIBIT 3 – PUR 1001
- EXHIBIT 4 – Non-Disclosure Agreement

**REQUIRED FORMS**

- FORM 1 – Mandatory Criteria Checklist Form
- FORM 2 – Out of State Preference Opinion from Attorney
- FORM 3 – Optional Identical Tie Response Certification
- FORM 4 – Client Reference Form
- FORM 5 – Price Response

## **SECTION 1. INTRODUCTION**

### **1.1 Purpose**

Pursuant to section 287.057, Florida Statutes, the State of Florida Office of Financial Regulation (Office or OFR) seeks to establish a contract for the following services (Contract) for OFR's Regulatory Enforcement and Licensing (REAL) System (System):

- Continued, on-site System Operations and Maintenance (O&M) services;
- Migration of OFR's Division of Financial Institutions business functions and processes into the System; and
- Replacement of the System's custom on-line Web portal with a Commercial off-the-Shelf (COTS) software product.

The general terms of the Contract are included in **ATTACHMENT A, Contract**. OFR seeks Responses from vendors (Respondents) capable of and interested in providing the services described above, and further detailed in **ATTACHMENT B, Scope of Work**.

### **1.2 Background**

OFR, established by Chapter 20.121, Florida Statutes, is administratively housed within the Department of Financial Services (Department or DFS), but operates under the direction of the Financial Services Commission. OFR is responsible for overseeing and regulating a wide range of individuals and financial businesses, including banks, credit unions, other financial institutions, finance companies, and the securities industry. In order to carry out its responsibilities, OFR is organized into five areas: the Division of Financial Institutions, Division of Consumer Finance, Division of Securities, Bureau of Financial Investigations, and Executive Direction.

OFR provides services to over 400,000 registrants across the financial services industry, including:

- Licensing and regulation of 91,000 consumer finance entities;
- Registration and regulation of over 314,000 securities and investment firms and individuals;
- Examination and regulation of 222 state-chartered financial institutions, totaling over \$100 billion in assets under regulation; and
- Conducting complex investigations of the financial services industry and participating in joint investigations with local, state and federal law enforcement and regulatory agencies.

The REAL System is an integrated financial regulatory management system used by OFR to carry out many of its critical, daily operations. The REAL System was implemented in 2008 through a Systems Integrator (SI) contract, and utilizes Versa:Regulation, a configurable COTS software product owned and licensed by MicroPact, Inc. (formerly Iron Data Solutions, Inc.). In addition, a custom, online web portal was developed by the SI contractor that provides for self-service processes to the general public and to licensees. Additional information on the current System environment and architecture may be found in **Exhibit 1 - REAL System Background and Technical Architecture**.

The REAL System is OFR's primary line of business, and is fully utilized by its Division of Securities, Division of Consumer Finance and Bureau of Financial Investigations. The majority of OFR's employees access and utilize the System on a daily basis to perform critical job functions.

OFR does not currently have an internal Information Technology (IT) division or IT staff. IT services are provided by the Department's Division of Information Systems (DFS DIS), and from selected vendors as needed. The REAL System infrastructure resides on a virtual server, which is managed by DFS DIS.

OFR is presently contracting with a vendor to provide on-site System operations and maintenance support resources for the REAL System. To facilitate the task of managing the REAL System, OFR has established a REAL O&M Team that consists of OFR division staff who will work directly with the on-site vendor and collectively provide technical and business subject matter expertise in support of the REAL System. OFR's REAL O&M Team submit Service Inquiry Requests (SIRs) through OFR's issue tracking system, and works with the current O&M vendor to set their priorities and assist with their resolution. SIRs may include System problems, System enhancements, report or correspondence requests, system access requests, etc.

### **1.3 Solicitation Overview and Goals**

OFR is in need of a contractor to provide project management and on-site technical resources to complete the following REAL System initiatives:

- a) Continued O&M - Continued O&M support of the REAL System is critical to the ongoing operations of OFR. The selected Respondent must be capable of providing high levels of specific, on-site O&M support, while independently managing the proposed on-site resources and outcomes of the Contract. The Contractor must be capable of effectively and efficiently transitioning services from the current O&M vendor in order to provide seamless continuation of on-site O&M support services under the Contract.
- b) Migration of Division of Financial Institutions to REAL System - OFR's Division of Financial Institutions currently does not utilize the REAL System for its critical business functions, and many processes are manual, or are carried out using multiple databases or spreadsheets. The selected Respondent must be capable of effectively migrating the business functions, improving business processes, converting data from ancillary data sources, and conducting organizational change management of the Division of Financial Institutions into the REAL System.
- c) Custom Portal Replacement - The REAL System utilizes a custom, online web portal. The selected Respondent must be capable of managing the replacement of the custom portal with the Versa:Online COTS software product, owned and licensed by MicroPact, Inc., and ensuring completion of configurations to meet the needs of OFR.

OFR intends to award the Contract to one selected Respondent (Contractor) to provide the services for the three initiatives described above, and further detailed in **ATTACHMENT B, Scope of Work**. The Contract has an expected total value of up to \$16,000,000.00. OFR's existing REAL System O&M contract will expire on June 30, 2017. The Contractor must be capable of effectively transitioning knowledge and activities from the current O&M contractor, completing the additional System initiatives described above, and providing seamless continuation of full System support, effective July 1, 2017.

#### **1.4 Questions Being Explored**

Vendors are not to respond directly to the questions below. OFR will use the information obtained through this ITN process to assist it in developing opinions and positions regarding the following questions:

- a) How can OFR most effectively ensure a seamless and successful continuation of its System operations and maintenance support services?
- b) How can OFR maximize its use of the System to ensure agency-wide benefits, and improved efficiencies?
- c) How can OFR best mitigate future risks of maintaining a custom, aging portal?

#### **1.5 Contract Term**

The anticipated initial term of the Contract is five (5) years, with the option to renew the Contract for a period of up to five (5) additional years, as further specified in **ATTACHMENT A, Contract**. OFR reserves the right to enter into a negotiated Contract for a shorter initial term, if deemed to be in the best interest of the State.

#### **1.6 Special Accommodations**

Any person requiring a special accommodation due to a disability should contact the Department's Issuing Officer identified in section 1.6. Requests for accommodation for meetings must be made at least five Business Days prior to the meeting.

#### **1.7 Contact Person – Issuing Officer**

Refer ALL inquiries to the Department's Issuing Officer identified below. The Issuing Officer is the sole point of contact from the date of release of this ITN until Contract award to a successful Respondent. Department and OFR staff will not talk to any vendors or their agents regarding a pending procurement. All procedural questions and requests for clarification of this solicitation or its procurement process shall be submitted in writing to:

**Department of Financial Services**  
**Attn: Pamela McLean, Purchasing Services**  
**200 E. Gaines Street, Larson Building**  
**Tallahassee, FL 32399-0317**  
**Email: [Pamela.McLean@myfloridacfo.com](mailto:Pamela.McLean@myfloridacfo.com)**

Between the release of this ITN and the end of the 72-hour period following the Department's posting of the notice of intended contract award, excluding Saturdays, Sundays, and State of Florida-observed holidays, Respondents to this solicitation or persons acting on their behalf shall not contact any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Department's Issuing Office as provided in the solicitation document. Violation of this provision may be grounds for rejecting a Response.

**Please note that questions will NOT be answered via telephone.** Responses to written questions posed to the Issuing Officer will be posted on the Vendor Bid System (VBS) website, at [http://myflorida.com/apps/vbs/vbs\\_main\\_menu](http://myflorida.com/apps/vbs/vbs_main_menu) (modifies General Instructions to Respondents Form PUR 1001 (PUR 1001) paragraph 5, PUR 1001-5). **It is the responsibility of prospective Respondents to check the VBS periodically for any information or updates to this ITN. The Department bears no responsibility for any resulting impacts associated with a prospective Respondent's failure to obtain the information made available through the VBS.**

## 1.8 Supporting Documentation

Information relevant to this solicitation may be found on the VBS at:  
[http://myflorida.com/apps/vbs/vbs\\_main\\_menu](http://myflorida.com/apps/vbs/vbs_main_menu)

The Department's Information Systems Development Methodology (ISDM) may be accessed at: <http://www.myfloridacfo.com/Division/DIS/ISDM/standardsProcedures.htm>

OFR's Schedule IV-B business case may be accessed at:  
<http://floridafiscalportal.state.fl.us/Document.aspx?ID=13854&DocType=PDF>

Upon request, the Issuing Officer will provide vendors with MS Excel or MS Word format of the following Forms, required in the ITN Response, as specified in Section 3, Response Instructions.

- a. FORM 1 – Mandatory Criteria Checklist Form
- b. FORM 2 – Out-of-State Respondent's Attorney on Bidding Preferences
- c. FORM 3 – Optional Identical Tie Response Certification Form
- d. FORM 4 – Client Reference Form
- e. FORM 5 – Price Response Form

Upon request, the Issuing Officer will provide vendors with contact information for MicroPact, Inc. as it relates to the subcontracting requirements of the Contract, as specified in **ATTACHMENT B, Scope of Work.**

## SECTION 2. ITN PROCUREMENT PROCESS

### 2.1 General Overview of the ITN Procurement Process

The ITN is a method of competitively soliciting a commodity or contractual service under Chapter 287, Florida Statutes. The Department posts an ITN on the VBS to initiate the process.



The Department and OFR reserve the right to modify this ITN by issuing addenda. Addenda will be posted on the VBS. It is the vendor's responsibility to check the VBS for notifications or changes made via addenda.

The Department and OFR intend to hold a Vendor Pre-Response Conference where vendors may ask questions informally. The Vendor Pre-Response Conference is not mandatory, but vendors are highly encouraged to attend the conference in person.

Remainder of page intentionally left blank.

Vendors may submit formal questions in writing to the Issuing Officer by the date listed in section 2.2, Procurement Schedule. The preferred format for questions is provided in the following table:

Question #	ITN Section	Question
Q 1	[insert section #]	
		Answer

Once the Department posts answers to the written questions on the VBS, vendors may begin submitting Responses as indicated in Section 3.4. Response submission earlier than 10 days before the Responses are due is not recommended since the Department may post additional addenda. Responses must be submitted by the deadline listed in section 2.2, Procurement Schedule. The Department will open the Responses in a public meeting. Prices will not be read at the ITN Response opening.

The selection process is divided into three phases: the Mandatory Criteria Review Phase, Evaluation Phase and the Negotiation Phase.

- (a) Mandatory Criteria Review Phase – During this phase, the Department will perform an administrative review of **FORM 1, Mandatory Criteria Checklist Form**, as submitted by the Respondents as part of the Response. Incomplete forms or forms that indicate a mandatory criterion cannot be met will result in rejection of the entire Response. Responses which are rejected in this phase will not be evaluated further. The Department will also review the Responses to determine whether they are complete. Incomplete Responses will not be evaluated.
- (b) Evaluation Phase – During the Evaluation Phase, Responses will be reviewed, and portions will be evaluated and scored per the evaluation criteria set forth in this ITN. A competitive range of Responses will be established through these reviews to identify Respondents reasonably susceptible of award. OFR will then select one or more Respondents within the competitive range with which to commence negotiations.
- (c) Negotiation Phase – During the Negotiation Phase, OFR will meet with its selected Respondent(s) to negotiate terms of a potential contract in order to receive the best value to the State. After negotiations conclude, the negotiation team will hold a public meeting to discuss the recommended contract award. The Department will then post OFR's notice of intent to award on the VBS.

## 2.2 Procurement Schedule

The following Procurement Schedule will be strictly adhered to in all actions relative to this solicitation. The Department reserves the right to make adjustments to this schedule, and will notify participants of any schedule changes by posting an addendum on the VBS. It is the vendors' responsibility to check the VBS on a regular basis for such updates.

PROCUREMENT SCHEDULE		
Event Description	Event Time Eastern Standard Time (ET)	Event Date
ITN posted on the VBS <a href="http://myflorida.com/apps/vbs/vbs_main_menu">http://myflorida.com/apps/vbs/vbs_main_menu</a>	-----	11/03/15
Non-Mandatory Vendor/Pre-Response Conference  Location: J. Edwin Larson Building, Room 116 200 East Gaines Street Tallahassee, Florida 32399	10:00 AM – 12:00 PM	11/12/15
Deadline to submit questions to Department's Issuing Officer	3:00 PM	11/16/15
Department's anticipated posting date for answers to Respondents' questions on VBS	-----	11/23/15
Deadline to submit Responses and all required documents to the Department.	3:00 PM	12/15/15
Response opening at Larson Building, Tallahassee, Florida.	3:00 PM	12/15/15
Negotiations begin	TBD	TBD
Negotiation Team Public Meeting to discuss recommended award  Location: J. Edwin Larson Building, Room 116 200 East Gaines Street Tallahassee, Florida 32399	TBD	TBD
<b>Anticipated</b> date to post Notice of Intent to Award.	TBD	TBD
<b>Anticipated</b> Contract start date.		07/01/16

## 2.3 Contract Formation

The Department anticipates awarding the Contract to one selected Respondent. The Contract will be executed by OFR.

An initial draft of the Contract terms, Scope of Work and Service Level Agreement specifications are incorporated into this ITN as Attachments A, B and C respectively. These drafts will be the basis for the awarded Contract, but terms and conditions of the Contract, Scope of Work and Service Level Agreement may be negotiated during negotiations. The Best and Final Offer (BAFO) pricing submitted by the awarded Respondent will also be incorporated into the finalized Contract. **ATTACHMENT A, Contract, ATTACHMENT B, Scope of Work, and ATTACHMENT C, Service Level Agreement** and its attachments, after completion of

negotiations and execution by the Parties, will take precedence over this ITN document. The finalized Contract will be posted on the Internet Florida Accountability Contract Tracking System (FACTS) according to the State of Florida's Transparency Act. OFR is not bound to enter into a contract with the awarded Respondent if the Parties are unable to successfully execute a contract after award.

#### **2.4 Disclosure of Response Contents**

All documentation produced as part of this ITN will become the property of the Department and will not be returned to the Respondent unless it is withdrawn prior to the Response opening in accordance with section 2.5. Responses are subject to section 119.071(1), Florida Statutes.

#### **2.5 Withdrawal of Response**

Respondents may modify a Response at any time prior to the Response due date by providing written notification to the Department's Issuing Officer identified in section 1.7.

#### **2.6 Diversity**

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

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## **SECTION 3. RESPONSE INSTRUCTIONS**

### **3.1 Purchasing Instructions and General Conditions**

Respondents are cautioned and reminded to read carefully and respond precisely and fully to all information contained on Forms PUR 1000 and PUR 1001 which, except as modified by this ITN (which constitutes Special Conditions to PUR 1000 and PUR 1001) are incorporated herein as EXHIBITS 2 and 3 respectively.

Form PUR 1001, General Instructions to Respondents, and Form PUR 1000, General Conditions, except as modified by these Special Conditions, are incorporated into this ITN, and are attached or available online at

[http://dms.myflorida.com/business\\_operations/state\\_purchasing/documents\\_forms\\_references\\_resources/purchasing\\_forms](http://dms.myflorida.com/business_operations/state_purchasing/documents_forms_references_resources/purchasing_forms). The requirements of this ITN including **ATTACHMENT A,**

**Contract** shall be considered special conditions or special instructions for purposes of superseding the provisions of PUR 1000 and PUR 1001 in accordance with Rule 60A-1.002(7), Florida Administrative Code.

The following sections of the PUR 1001 (General Instructions) are inapplicable:

a. **Section 3. Electronic Submission of Responses**

Responses shall be submitted in accordance with section 3.5 of this solicitation.

b. **Section 4. Terms and Conditions**

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

c. **Section 5. Questions**

Questions shall be submitted in accordance with Section 2.1 of this solicitation

### **3.2 MFMP Registration**

Respondents must, by the time the Contract is signed, have a current vendor registration and be active within the MyFloridaMarketPlace (MFMP) Vendor Information Portal at <https://vendor.myfloridamarketplace.com/>.

Unless exempted under Rule 60A-1.030-.032, Florida Administrative Code, each vendor doing business with the State of Florida shall submit reports and be assessed a transaction fee of one percent (1.0%), on its payments under a contract, which must be remitted within 40 days after receipt of payment for which such fees are due or the vendor shall pay interest at the rate established under section 55.03(1), Florida Statutes, on the unpaid balance from the expiration of the 40-day period until the fees are remitted. (see PUR 1000-14 and <http://www.myfloridacfo.com/Division/AA/Vendors/default.htm>). Note that the State Transaction

Fee will be reduced from one percent (1.0%) to seven tenths of a percent (0.7%) beginning November 1, 2015.

### **3.3 Who May Respond to this ITN**

OFR will evaluate Responses from responsive and responsible Respondents who meet the requirements specified herein. Respondents must meet the mandatory criteria included in sections 3.4 and 3.5. The Contractor will be responsible for obtaining and maintaining at its expense any business licenses or permits required in the operation of its business and performance of the Services.

### **3.4 How to Submit a Response**

Neither the Department nor OFR are liable for any cost incurred by a Respondent in responding to this solicitation. The Respondent is required to examine carefully the contents of the solicitation and be thoroughly informed regarding all of its requirements.

The objective of this solicitation is to elicit firm contractual offers subject to negotiation. For a Response to be deemed responsive, the Respondent must be committed to enter into a contract based on this ITN and the Respondent's Response. If a Response contains language which withdraws or negates commitments to requirements of the ITN, or qualifies the Response such that it is not a firm offer to contract under terms consistent with the requirements of this ITN, the submission shall be subject to being deemed nonresponsive and rejected. Respondents are cautioned to carefully proofread Responses to ensure the removal of boilerplate disclaimers which have the effect of negating commitments made elsewhere in the Response.

Respondents are responsible for submitting sealed Responses by the date and time specified in section 2.2, Procurement Schedule. **Late Responses will be rejected.** The sealed Response must be received in the Department's Purchasing Office at 200 East Gaines Street, Larson Bldg. Purchasing Services-Room B24, Tallahassee, FL 32399-0317 by the deadline listed in section 2.2, Procurement Schedule. All sealed Responses received by the deadline will be opened in the Department's Purchasing Office at that time.

Only communications which are in writing from the Department may be considered duly authorized communications on behalf of the Department. Beginning on the date the ITN is posted on the VBS until the notice of intent to award is posted, the Respondent, its agents and employees will not engage in any written or verbal communication with any Department or OFR employee whether or not such individual is assisting in the procurement, regarding the merits of the Respondent or whether the Department and OFR should retain or select the Respondent. The Respondent will not engage in any lobbying efforts or other attempts to influence the Department or OFR staff, including the evaluation or negotiation team in an effort to be selected.

Certain requirements of the ITN are designated as "Mandatory." The use of "shall", "will" or "must" in this solicitation indicates compliance is mandatory. Failure to meet mandatory

requirements will cause rejection of the ITN Response. **Responses that fail to submit all mandatory documentation will be deemed non-responsive.**

Complete Responses will consist of the General Response, Price Response, and Financial Statements.

### **3.5 General Response Submission Instructions**

Responses shall be prepared simply and economically, providing a straightforward, concise delineation of the Respondent's capabilities to satisfy the requirements of this ITN. The emphasis of each Response is to be on completeness and clarity of content.

#### **a) General Response Organization**

General Responses (not including Price Response) should be submitted, organized and clearly identified as specified below.

One (1) original, eight (8) duplicate hard copies and one (1) electronic copy on a CD of the General Response (not including the Price Response) must be submitted. The electronic CD copy of the General Response must be included with the original hard copy. Respondents shall place the General Response in an appropriate sealed mailing container. The exterior of the mailing container should be clearly marked on the outside with, **“Response to Department of Financial Services DFS OFR ITN 15/16-06” and the Date & Time of the Response Opening.**

The original General Response must contain the originals of all signed documents (e.g., the original, notarized Form 1 – Mandatory Criteria Checklist). Photocopies of signed documents should be included in each of the duplicate hard copy responses, along with all other documentation as provided in the original with the exception of Financial Statements which shall only be included in the Original General Response.

The original and duplicate hard copies of the General Response should be bound in a 3-ring binder, and bear the following printed information on its front cover:

- Respondent's complete legal name;
- The Department's ITN number; and
- “ORIGINAL, Binder <#> of <#>” (on the original Response) or “COPY, Binder <#> of <#>” (on all duplicate hard copies of the Response).

Also, Respondent shall submit a redacted version of the Response if Respondent considers any portion of the documents, data or records submitted in reply to this solicitation to be confidential, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority. Together with the unredacted version labeled and submitted confidentially, Respondent must also simultaneously provide the Department with a separate redacted copy of its Response. This redacted copy shall contain the Department's solicitation name, number, and the name of the Respondent on the cover, and shall be clearly titled "Redacted Copy." See ITN section 3.8. Failure to provide a redacted version when confidentiality is claimed by the Respondent may be cause for determination of nonconformance. **RESPONDENTS SHALL NOT MARK THE ENTIRE RESPONSE AS TRADE SECRET. ANY RESPONSE SO MARKED WILL NOT BE CONSIDERED.**

The Respondent shall include a Table of Contents identifying the pages in which the following information may be found within the General Response.

Responses should be double sided, typed in Arial 11 pt. font, or equivalent, using 1 inch margins. Graphics, charts, and tables provided in the Response may be submitted in a font smaller than Arial 11, but no smaller than Arial 8. Number all pages, identify the Department's ITN number, and include the Respondent's name on each page. Organize the Response into labeled and tabbed sections in the order listed below.

The required electronic CD copy format of the General Response must be on non-rewritable CD-ROM. The electronic version of the Response must be Adobe portable document format (PDF) that can be opened and viewed by the Department utilizing Adobe Acrobat, version 9.0. The electronic copy must be identical to the original printed Response submitted, including the format, sequence and section headings identified in this solicitation. The hard copy marked "original" shall take precedence over the electronic version of the Response and all duplicate hard copy versions of the Response in the event of any discrepancy. If a discrepancy is found between the hard copy Response marked "original" and any of the electronic versions submitted on CD-ROM, the Department reserves the right, at its sole discretion, to reject the entire Response.

**b) General Response Content**

General Responses (not including Price Response) should contain the following information which should be organized following the parts and tabs specified below.

**TAB 1 – ADMINISTRATIVE INFORMATION**

**TAB 1-A: MANDATORY Transmittal Letter with Mandatory Criteria Checklist Form**

The Respondent must include a signed transmittal letter on the letterhead of the entity submitting the Response. The transmittal letter must be dated, addressed to the Department's Issuing Officer identified in section 1.7 of this solicitation, and signed by an individual who has the authority to bind the Respondent. The letter must include a brief statement indicating the



Respondent's interest in and understanding of the requirements and work to be completed as specified in this ITN, and the name(s), title(s), mailing address(es), email address(es), and telephone number(s) of all individual(s) authorized to legally bind the Respondent.

The Respondent also must state that it agrees to each of the Department's mandatory requirements included in this ITN to qualify for selection under this ITN, and include a completed, notarized **FORM 1, Mandatory Criteria Checklist**. **The Department will not evaluate Responses from Respondents who do not include a completed, FORM 1, Mandatory Criteria Checklist, who answer "no" to any of the mandatory criteria, or who provide an alternative statement contradictory to the certification.**

**A Response shall be considered nonresponsive if it contains disclaimers that the Response is for evaluation purposes only and should not be interpreted as a binding offer or commitment on the part of a Respondent.** Including alternate provisions or conditions to this solicitation that are not consistent with the primary goals of the solicitation may result in the Response being deemed nonresponsive to the solicitation. However, as this is an ITN, the Department reserves the right to negotiate the best terms and conditions if determined to be in the best interests of the State.

The Department may consider a failure to comply with each of the requirements listed above to be grounds for disqualification, which may result in the Response being deemed nonresponsive and receive no further consideration in this ITN process.

#### **TAB 1-B: MANDATORY Response Guarantee**

The Respondent must include a Response guarantee in its original Response. The Response guarantee shall be payable to the State of Florida in the amount of 2% of the Grand Project Total as proposed in the Respondent's completed and signed **FORM 5, Price Sheet Response**. The Respondent must be the guarantor.

The Response guarantee is a firm commitment such as a bid bond, certified check, cashier's check, treasurer's check, bank draft or other negotiable instrument accompanying the Response as assurance that the Respondent shall, upon the Department's acceptance of its Response, execute such contractual documents as may be required within the time specified. The Department will not accept a letter of credit in lieu of the Response guarantee.

All Response guarantees will be returned to the Respondents upon execution of the Contract with the successful Respondent. If the successful Respondent fails to execute the final negotiated Contract within a reasonable timeframe (usually fifteen consecutive Calendar Days after the final Contract has been presented to the successful Respondent for signature), the Response guarantee shall be forfeited to the State of Florida. **Failure of a Respondent to include the Response guarantee with the submission of its original response to this ITN will result in the rejection of its Response.**

#### **TAB 1-C: Other Forms**

## **FORM 2 – Out of State Preference Letter from Attorney**

As required by section 287.084, Florida Statutes, any Respondent who states in its Response that its “principal place of business” is outside of Florida must submit with its Response a written opinion of an attorney at law, licensed to practice law in that foreign state, that contains information explaining the preferences, any or none, granted by the law of that state to its own business entities whose principal place(s) of business are in that foreign state in the letting of any or all public contracts. For the purpose of this ITN, “principal place of business” means the state in which the Respondent’s high level officers direct, control, and coordinate the Respondent’s activities. A letter form is provided as **FORM 2, Opinion of Out-of-State Respondent’s Attorney on Bidding Preferences**. The letter will not become part of the Contract.

If the Respondent’s principal place of business is in Florida, it shall provide a statement to that effect within this tabbed section of its Response.

## **FORM 3 – Identical Tie Response Certification**

Whenever identical solicitation Response evaluation points are received, preference shall be given to the Response certifying in accordance with Rule 60A-1.011, Florida Administrative Code. The Respondent is encouraged to submit the completed and signed **FORM 3, Identical Tie Response Certification**. The Identical Tie Response Certification will not become part of the Contract.

## **TAB 2 – PAST PERFORMANCE**

### **TAB 2-A: Client References**

Respondents shall identify three references from businesses or governmental agencies for which the Respondent has provided services of similar scope and size to the services identified in this ITN.

In the spaces provided on **FORM 4, Client Reference Form**, the Respondent (not intended subcontractors) shall provide the information indicated for three (3) separate and verifiable clients. The clients listed shall be for work similar in nature to that specified in this ITN.

In the event the Respondent has had a name change since the time work was performed for a listed reference, the name under which the Respondent operated at that time shall be provided on **FORM 4, Client Reference Form**. **The Client References will not become part of the Contract.**

Respondents shall not list the following as a client reference:

- Subcontractors included in the Response to this ITN;
- Entities having an affiliation with the Respondent, (i.e., current parent, subsidiary having common ownership, having common directors, officers or agents or sharing profits or liabilities);
- Department of Financial Services;
- Office of Financial Regulation; or

- Confidential entities.

The same client may not be listed for more than one (1) reference. For example, if the Respondent has completed a project for the Florida Department of Transportation – District One and another project for the Florida Department of Transportation – District Two, only one of the projects may be listed because the client, Florida Department of Transportation, is the same.

In the event that the Respondent submits a Response as a joint venture, at least one (1) past performance client must be listed for each member of the joint venture. However, the total minimum number of client references to be provided remains three (3).

**TAB 2-B: MANDATORY Disclosure of Contract Disputes**

Respondents shall identify all contract disputes it (including its affiliates, subcontractors, agents, etc.) has had with any customer within the last five (5) years related to contracts under which Respondent provided(s) commodities or services in the continental United States on an organizational or enterprise level, which may impact or has impacted the Respondent's ability to provide the services described in this ITN, or which resulted in any judicial or quasi-judicial action to which the Respondent has been a party. The term "contract disputes" means any circumstance involving the performance or non-performance of a contractual obligation that resulted in any of the following actions:

- Identification by the contract customer that Respondent was in default or breach of a duty or performance under the contract;
- An issuance of a notice of default or breach;
- The institution of any judicial or quasi-judicial action against Respondent as a result of the alleged default or defect in performance; or
- The assessment of any fines or direct, consequential or liquidated damages under such contracts.

For each dispute, Respondent shall:

- a) Identify the contract to which the dispute related;
- b) Explain what the dispute related to; and
- c) Explain whether and how dispute was resolved.

**If the Respondent had no contract dispute as described above within the last five (5) years, the Respondent must provide a statement to that effect within this tabbed section of its Response.**

**TAB 2-C: MANDATORY Disclosure of Legal Proceedings**

The Respondent shall provide a statement fully describing any investigatory or regulatory action that has been undertaken and/or filed against it or any of its affiliated subcontractors (that will be associated with performing any of the duties or responsibilities contemplated by this ITN) in the last three (3) years. Additionally, the Respondent shall describe any similar litigation that has been filed against it or its subcontractors. If an action has been filed, identify the court, administrative tribunal, or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action.

A regulatory investigation, dispute, action, or other litigation shall be a basis for rejection of a Response if the Department or OFR determines that such a circumstance poses any risk that the Respondent may be compromised in its ability to perform the services sought in the ITN, or would tend to undermine the public trust, or would cause a lack of confidence in the propriety of the Respondent, or would otherwise result in a perceived detriment to the State.

**If no litigation or regulatory action has been taken against the Respondent or subcontractors as described above within the last three (3) years, the Respondent must provide a statement to that effect within this tabbed section of its Response.**

### **TAB 3 – RESPONDENT QUALIFICATIONS**

#### **TAB 3-A: Organizational Structure and History**

The Respondent shall describe its organizational structure and company history. The description shall include, at a minimum:

- 1) The Respondent's full legal name and address(es).
- 2) The location(s) of the Respondent's principal place(s) of business.
- 3) A summary of the Respondent's company history, including how long it has been in operation, and prior names under which it provided services.
- 4) The Respondent's current, high-level organizational structure (e.g. Legal, Service Lines, etc.).

#### **TAB 3-B: Experience**

The Respondent shall describe its qualifications for, and experience in providing services similar in nature to those described in this ITN. When describing prior projects or services, the Respondent should clearly note whether it was the prime contractor or a subcontractor, and whether it worked in cooperation with a subcontractor. The description shall include, at a minimum:

- 1) A summary of the Respondent's prior experience providing system services similar in nature to those described in this ITN.
- 2) A summary of the Respondent's experience providing contracted services for state government agencies over the past 5 years.
- 3) A summary of the Respondent's experience serving as a System Integrator for software/system develop projects.
- 4) A summary of the Respondent's experience providing contracted, continuous system maintenance and support services, including a description of the system(s), the duration of the services, and whether services were provided through on-site resources or remotely.
- 5) A summary of the Respondent's knowledge of or experience working with the Versa:Regulation and/or Versa:Online software products, owned by MicroPact, Inc.
- 6) A summary of the Respondent's experience developing or supporting Systems with FileNET interfaces.

### **TAB 4 – PROJECT MANAGEMENT APPROACH**

The Respondent shall describe its proposed project management approach and methodology for ensuring timely completion of Year 1 Projects, as described in **section B.1 of ATTACHMENT B, Scope of Work**. The description shall include, at a minimum:

- 1) The Respondent's proposed approach to ensuring adequate project oversight and management of the Year 1 System projects.
- 2) A Project Management Plan outline, or DRAFT Project Management Plan, including all sub-components, for the Year 1 Projects as described in sections B.1, B.2, B.3, and B.4 of **ATTACHMENT B, Scope of Work**.
- 3) The Respondent's proposed DRAFT Project Schedule(s) for completing each of the Year 1 Projects described in section B of **ATTACHMENT B, Scope of Work**.
- 4) The Respondent's proposed approach to ensuring adequate project management services will be provided, as needed, for System Operations and Maintenance Program services for Major System Enhancements.

#### **TAB 5 – OPERATIONS AND MAINTENANCE TRANSITION PROJECT**

The Respondent shall describe its proposed approach to providing the Operations and Maintenance Transition Project services described in **section B.2 of ATTACHMENT B, Scope of Work**. The description shall include, at a minimum:

- 1) The Respondent's proposed DRAFT Transition Management Plan.
- 2) The Respondent's proposed approach to ensuring effective and efficient use of time to ensure timely yet adequate and thorough O&M transition services.
- 3) The Respondent's proposed approach to ensuring it will be prepared to provide continuation of all Future State System operations and maintenance services, effective July 1, 2017.
- 4) The Respondent's proposed approach to demonstrating to OFR its readiness to provide full support of the Future State System.

#### **TAB 6 – DFI MIGRATION PROJECT**

The Respondent shall describe its proposed approach to providing DFI Migration Project services described in **section B.3 of ATTACHMENT B, Scope of Work**. The description shall include, at a minimum:

- 1) The Respondent's proposed approach to conducting thorough DFI business process mapping as specified in **section 3.3 of ATTACHMENT B, Scope of Work**.
- 2) The Respondent's proposed approach to confirming the requirements for migrating DFI business processes and data from various data sources into the REAL System database.
- 3) The Respondent's proposed approach to ensuring full and successful prioritization, configuration and migration of all identified DFI business processes and data into the System's database and Versa:Online Services Portal.
- 4) How the Respondent will manage the implementation and completion of software configurations needed for DFI migration with MicroPact, Inc.
- 5) The Respondent's proposed approach to ensuring new DFI Business Users are adequately trained and prepared to use the Future State System.
- 6) How the Respondent will ensure a high-level of security and confidentiality of the DFI information, documents and data.

## **TAB 7 – PORTAL REPLACEMENT PROJECT**

The Respondent shall describe its approach and methodology to providing the Portal Replacement Project services described in **section B.4 of ATTACHMENT B, Scope of Work**. The description shall include, at a minimum:

- 1) The Respondent's proposed approach to ensuring current custom portal functionality is identified and included/configured in the Versa:Online Services Portal solution, as specified in **section 4.3 of ATTACHMENT B**.
- 2) The Respondent's proposed approach to facilitating workshops to review and confirm portal requirements with OFR Business Users, as described in **section 4.4 of ATTACHMENT B, Scope of Work**.
- 3) The Respondent's proposed approach to ensuring all DFI business processes and data, as identified by OFR DFI staff are supported by the Versa:Online Services Portal solution.
- 4) The Respondent's proposed approach to managing MicroPact, Inc. to ensure all identified Versa:Online software configurations are converted, implemented, tested, and approved by OFR.
- 5) The Respondent's proposed approach for leveraging a System Development Life Cycle, or other preferred development methodology, to complete the Portal Replacement Project deliverables specified in **section 4.6 of ATTACHMENT B, Scope of Work**.
- 6) The Respondent's proposed approach to ensuring OFR Business Users, including new DFI Business Users, are adequately trained and prepared to use the new Versa:Online Services Portal.

## **TAB 8 – OPERATIONS AND MAINTENANCE PROGRAM**

The Respondent shall describe its proposed approach to ensuring successful, ongoing Future State System Operations and Maintenance Program services, effective July 1, 2017, as described in **section 6 of ATTACHMENT B, Scope of Work**. The description shall include, at a minimum:

- 1) The Respondent's proposed approach to ensuring high-quality, continued, uninterrupted operations, maintenance and general enhancement of the Future State System.
- 2) The Respondent's proposed methods for reporting monthly service activities, service levels, and other information to OFR management through its Monthly Operations and Maintenance Program Report.
- 3) The Respondent's methods for ensuring it will be prepared to protect OFR's Future State System investment during its proposed six-month Warranty Period (section B.6 of ATTACHMENT B, Scope of Work).
- 4) The Respondent's plan for ensuring quality management oversight of its ongoing Future State System Operations and Maintenance program services.

## **TAB 9 – STAFFING**

### **Contract Staffing**

The Respondent shall describe its proposed staff and staffing levels for ensuring completion of the Year 1 Projects and subsequent continued Operations and Maintenance Program services.

The Respondent shall demonstrate that it will provide and maintain staff with the expertise needed to provide the level of services described in this ITN. The description shall include, at a minimum:

- 1) The name and resume of the Respondent’s proposed full-time, on-site Project Manager as specified in the staffing requirements section of **ATTACHMENT B, Scope of Work**, to provide project management services for the Year 1 Projects.
- 2) A listing of all staff, including subcontracted staff, proposed by the Respondent to provide Year 1 Project services under the Contract, including names (if known), titles, identification of the Project they will be assigned to, their roles and responsibilities, their skill set and qualifications using the following matrix table:

Name	Title	Project/Role	Skill Set	Minimum Qualifications/Experience

- 3) The name and resume of the Respondent’s proposed full-time, on-site Software Team Lead to provide oversight of on-site resources and activities for the Future State System Operations and Maintenance Program.
- 4) A listing of the full-time, on-site staff or positions proposed by the Respondent to provide ongoing System Operations and Maintenance Program services under the Contract, including names (if known), O&M role(s)/area of expertise, and a synopsis of their minimum qualifications using the following matrix table:

Name	O&M Role/Area	Skill Set	Minimum Qualifications/Experience

- 5) The Respondent’s approach to managing staff resource levels needed to meet the performance standards and service levels of the Contract.
- 6) The Respondent’s approach to or demonstrated successes in cross training assigned Contract staff to ensure continued expertise and knowledge is available to provide timely and uninterrupted System support.
- 7) The Respondent’s approach to or demonstrated successes in reducing turnover of its contracted staff resources.
- 8) Identification of any of the Respondent’s additional staff members (Contract Manager, Quality Assurance Manager, etc.) who will be involved in overseeing the services provided by the Respondent’s assigned Project Manager, Software Team Lead and on-site Contract resources, and their adherence to Contract terms and conditions. The Respondent shall describe the roles of these individuals.

**TAB 10 - PROPOSED INNOVATIONS**

Innovative approaches or concepts are optional value-added proposals related to the Respondent’s proposed approach or pricing that the Respondent may provide to offer additional benefits to OFR. The Respondent may describe and clearly label any value-added approach

offered to OFR, and identify which of the above projects the approach is proposed to benefit. Although this ITN provides a statement of need and mandatory requirements for Respondents, these are not intended to limit the Respondent's innovations or creativity in preparing a Response to accomplish these goals. Innovative ideas, alternative timelines, improved service offerings, new concepts and partnership arrangements other than those presented in this ITN may be considered. For example, these might include: alternative service provision approach, special services, offer prices or shared savings, discounts or terms and conditions specific to each Respondent.

Any additional prices or shared savings associated with value-added services or innovative ideas should be included in the "Other Prices" section of **FORM 5, Price Response**. Per the instructions in **FORM 5, Price Response**, the Respondent shall provide pricing for OFR requested scope of work without modification, then include any additional cost or savings in the "Other Prices" section, clearly cross-referencing the modified price to the standard line item it modifies (if any).

### **3.6 MANDATORY FORM 5 – Price Response Submission Instructions**

Respondents must submit the original completed and signed **FORM 5, Price Response**. Proposed pricing must be provided as instructed in **FORM 5, Price Response**, which must be signed by an authorized representative of the Respondent. No alternative or additional costs or cost methodologies shall be provided on FORM 5, Price Response except in the "Other Prices" section. See form for complete instructions.

**FORM 5, Price Response** must be submitted in hard copy form, and individually sealed in its own envelope, separate from the General Response. This is a mandatory requirement. The envelope shall bear the following printed information:

- Respondent's complete legal name;
- The Department's ITN number; and
- "Price Response."

### **3.7 MANDATORY Financial Statements Submission Instructions**

Respondents must submit its most recent three (3) years of independently audited financial statements as evidence of sufficient financial resources and stability for the Respondent to provide the services sought. **The financial information will not become part of the Contract.** If audited financial statements are not available, the Respondent must submit its most recent three (3) years of Certified Professional Accountant-reviewed financial statements, which shall include, at a minimum, a balance sheet, an income statement, a statement of cash flows, and notes to the financial statements (including a description of the reporting entity, a list of significant accounting policies and estimates used, major asset categories, debt, contingent liabilities, transactions with related parties, litigation, and subsequent events).

The Financial Statements must be submitted with the Original General Response.

### **3.8 Confidential Information and Redacted Submissions**



- 1) Notwithstanding any provisions to the contrary, disclosure of any information received by the State of Florida will be governed by the provisions of Chapter 119, Florida Statutes, article I section 24 of the Florida Constitution or as otherwise provided by law (“Public Records Law”).
- 2) By submitting a Response, the Respondent agrees to protect, defend, and indemnify the Department for any and all claims arising from or relating to the Respondent’s determination that the redacted portions of its Response are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If Respondent fails to submit a redacted copy of information it claims is confidential, the Department is authorized to produce the entire document, data, or records submitted to the Department in answer to a public records request for these records.
- 3) This subsection supplements section 19 of the PUR 1001. Confidential is defined as any portion of the ITN or a Respondent’s documents, data, or records disclosed relating to its Response that is not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution, or any other State or federal authority. If Respondent considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, proprietary, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority, mark the document as “Unredacted version – contains Confidential information,” place such information in an encrypted electronic form or a sealed separate envelope, and simultaneously provide the Department with a separate redacted copy of its response and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. Mark the redacted copy with the Department’s solicitation name, number, and the name of the Respondent on the cover, and clearly title it “Redacted Copy.” The Redacted Copy should only redact those portions of material that the Contractor claims are confidential, proprietary, trade secret or otherwise not subject to disclosure. Any responses to Department requests for, or questions about, security of a proposed technology system to be used by the Department or information subject to sections 119.011(14), 119.071(1)(f) and (3), Florida Statutes, must be: (1) Redacted in the redacted version of the Respondent’s response and (2) must be maintained in confidence. The Respondent shall highlight the specific unredacted portions of the Response content in the digital version of the unredacted version that are redacted from the redacted version of the Response. Failure to protect “proprietary information” as defined in section 501.171, Florida Statutes, may constitute a waiver of any claim of confidentiality.
- 4) The final form of the Contract is a public record and will be posted online as part of the Transparency Act.
- 5) If a public record request is made to the Department or OFR for records related to this solicitation or Contract, the Department or OFR will notify the Respondent of such request if the Contractor has notified the Department that the requested records contain Confidential Information. If a public record request is made to either party, the Respondent shall be solely responsible for taking whatever action it deems appropriate to legally defend its claim of exemption from disclosure under the Public Records Law.

The Respondent acknowledges that the protection afforded by section 815.045, F.S., is incomplete, and it is hereby agreed that no right or remedy for damages against the Department or OFR arises from any disclosure based on the Respondent failure to promptly legally protect its claim of exemption and commence such protective actions within ten (10) days of receipt of such notice from the Department or OFR.

### **3.9 Additional Information**

By submitting a Response, the Respondent certifies that it agrees to and satisfies all criteria specified in the ITN. The Department may request, and the Respondent shall provide, supporting information or documentation. Failure to supply supporting information or documentation as required and requested by the Department may result in rejection of the Response.

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## **SECTION 4. SELECTION METHODOLOGY**

### **4.1 Basis of Award**

The Contract will be awarded to the responsible and responsive Respondent whose BAFO, if applicable, is assessed as providing the best value to the State. OFR will consider the total proposed cost for each year of the Contract, including renewal years as submitted by the Respondent. OFR reserves the right to award more than one contract for all or for part of the work contemplated by this solicitation.

OFR reserves the right to accept or reject any and all Responses, or separable portions of a Response, and to waive any minor irregularity, technicality, or omission if OFR determines that doing so will serve the best interest of the State. OFR has the right to use any or all ideas or adaptations of the ideas presented in any Response. Selection or rejection of a Response will not affect this right.

In submitting a Response, a Respondent agrees to be bound to the terms of General Contract Conditions (PUR 1000) and to negotiate the terms of **ATTACHMENT A, Contract** in good faith. Respondents should assume those terms will apply to the final Contract, but OFR reserves the right to negotiate different terms and related price adjustments if the OFR determines that doing so provides the best value to the State. Respondents whose Responses, past performance, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of the Contract may be rejected. OFR may request additional information pertaining to the Respondent's ability and qualifications to accomplish all services described in this ITN as deemed necessary during the ITN or after contract award. Failure to provide the additional requested information may result in rejection of the Response.

### **4.2 Response Opening**

Responses will be opened on the date and at the Department location indicated in section 2.2, Procurement Schedule. Respondents may attend, but they are not required to do so. The Department will not announce prices nor release other materials pursuant to section 119.071(1)(b), Florida Statutes.

### **4.3 Administrative Review Process**

Following Response opening but prior to the Evaluation Process, the Department's Purchasing Office will review the written Responses to ensure they include all mandatory information and documents, and that they meet all mandatory requirements of the ITN. Incomplete submissions will not be evaluated. The Department's Purchasing Office will perform an administrative review of the **FORM 1 – Mandatory Criteria Checklist Form**, as submitted by the Respondents as part of the Response. Incomplete forms or forms that indicate a mandatory criterion cannot be met will result in rejection of the entire Response. Responses which are rejected in this phase will not be evaluated further.

#### **4.4 Evaluation Criteria and Scoring Process**

All Responses that meet all mandatory requirements of this solicitation and are deemed responsive will be evaluated and scored as described in the following sections. OFR reserves the right to have specific sections of the Responses evaluated and scored by fewer than three individuals.

##### **4.4.1 Review of Financial Statements**

An appointed member of the evaluation team will review the Respondent's financial statements. A Pass/Fail determination will be made based on the following criteria:

**PASS = The Respondent's financial statements reflect a financially stable firm.**

**FAIL = The Respondent's financial statements reflect a financially unstable firm.**

Respondents that are determined financially unstable are not responsible, and therefore will not be considered for Contract award and their Responses will be rejected.

##### **4.4.2 Verification and Scoring of Client References**

The evaluation team chairperson will contact client references provided by the Respondent by telephone. The client references will be scored based on a rating of 1-5 as provided by the reference for each of the questions included in **FORM 4, Client Reference Form**. The ratings provided by the client reference for all questions will be added, and then averaged to arrive at the Total Score from that client reference. **Each client reference is worth a total of 5 raw points, for a total of 15 raw points for this component.**

Client references should be available for telephone contact during general business hours (8:00 AM – 5:00 PM, ET, Monday through Friday). OFR will attempt to reach each client reference by telephone four times. In the event the client reference provided cannot be reached after four attempts, the Response will receive a score of zero (0) points for that client reference. OFR will not attempt to correct erroneous information provided by the Respondent.

OFR reserves the right to make a request to the client reference(s) to conduct site visits to verify the Respondent's assertion of the project type, size, scope, successful completion of the client project and performance against service levels.

##### **4.4.3 Disclosure of Contract Disputes and Legal Proceedings**

Disclosed information regarding contract disputes and legal proceedings will not be scored, but will be considered by OFR in determining if a Respondent is responsible, based on the information provided in its Response. OFR reserves the right to deny award of a Contract to a Respondent based on disclosed information, if OFR determines that doing so is in the best interest of the State, as specified in ITN Section 4.1, Basis of Award.

**4.4.4. Review and Scoring of Price Response**

The evaluation to establish a competitive range shall determine whether the Respondent's pricing addresses all costs and is within a competitive range. After negotiations the assessment will include a consideration as to the final pricing offered by the Respondent to determine if it addresses all costs and is the best value to the State. The Pricing Response shall be submitted as a separate component and will be evaluated independently of the technical response.

The Respondent's proposed Grand Total Proposed Cost, as provided on **FORM 5, Price Response**, will be scored using the following formula:

$$\text{Lowest Price} \div \text{Respondent Price} \times \text{Maximum Price Point} = \text{Price Score}$$

The Respondent with the lowest proposed Grand Total Cost will receive the maximum allowable points for the cost component. The remaining Respondents will receive a percentage of the maximum allowable points, rounded to the nearest whole number using the formula above.

The Price Response is divided into the following sections:

- Instructions
- Year 1 Projects
- O&M Program
- Rate Card (for Major System Enhancements)
- Summary (Total Project Costs and Grand Total Cost)
- Other Prices (or optional Innovative Concepts)

Respondents must complete all requested cost information as instructed on **FORM 5, Price Response**, except for "Other Prices" which is optional.

Remainder of page intentionally left blank.

#### 4.4.5 Review and Scoring of Technical Response

Technical components of the Responses will be evaluated and scored by an appointed evaluation team, and be awarded points based on the following point structure:

##### Points

- 0 The component was not addressed anywhere in the Response.
- 1 The component is poor. The Response contained significant deficiencies and omissions, and lacked meaningful detail.
- 2 The component is below average. The Response meets some of the minimum requirements and expectations, but did not address all elements requested or did not provide adequate detail.
- 3 The component is average. The Response meets the minimum requirements and expectations and includes minimum detail.
- 4 The component is above average. The Response exceeds the minimum requirements and expectations and includes adequate detail.
- 5 The component is excellent. The Response exceeds the minimum requirements and expectations and includes exceptional content and detail.

The maximum total points available for a Respondent is 1,000. The percentages of total point distribution available for each component are provided in the following table.

<b>Component</b>	<b>% of Total Score</b>	<b>Points</b>
<b>TAB 2-A: Client References</b>	5%	50
<b>TAB 3: Respondent Qualifications</b>	10%	100
<b>TAB 4: Project Management Approach</b>	10%	100
<b>TAB 5: O&amp;M Transition Project</b>	10%	100
<b>TAB 6: DFI Migration Project</b>	10%	100
<b>TAB 7: Portal Replacement Project</b>	10%	100
<b>TAB 8: O&amp;M Program</b>	15%	150
<b>TAB 9: Staffing</b>	15%	150
<b>FORM 5: Pricing Response</b>	15%	150

Remainder of page intentionally left blank.

#### **4.5 Competitive Range**

Based on evaluations, OFR will establish a competitive range of Responses that are reasonably susceptible of award. The Department may then select one or more Respondents within the competitive range with which to commence negotiations, or may reject all Responses.

#### **4.6 Negotiations**

Selected Respondent(s) will be invited to provide more detailed clarifications of their Responses, to provide additional interactive presentations of their proposed solution, and/or to enter into negotiations with the Department. The Department reserves the right to negotiate concurrently or sequentially with competing Respondent(s). Negotiations will not be open to the public, but will be recorded. All recordings of negotiations and any records presented at negotiation sessions are public record and can be released pursuant to a public records request after a notice of an intended decision is posted or until 30 days after the opening of the final responses, whichever occurs earlier.

Negotiation meetings will be conducted in Tallahassee, Florida. The Department reserves the right to schedule negotiations at a different location in the State. The Department may distribute an agenda in advance of the first negotiation session. Representatives for each Respondent should plan to be available, at least by telephone, without interruptions, for the entirety of the Respondent's scheduled negotiation meeting.

Negotiations will include, at a minimum, discussions of the contract terms and conditions, scope of work requirements and related services to be provided by the Respondent until acceptable contract terms are agreed upon, or it is determined that an acceptable agreement cannot be reached. This process will continue until the Department releases a Request for BAFO (RBAFO). Respondents will respond to the RBAFO with their BAFO. The Department reserves the option to resume negotiations that were previously suspended or to issue an additional or revised RBAFO, if necessary.

The Department reserves the right to end negotiations with a Respondent and continue with other Respondents.

##### **4.6.1 Other OFR Rights During Negotiations**

OFR reserves the right at any time during the negotiation process to:

- Schedule additional negotiating sessions with any or all responsive Respondents.
- Require any or all responsive Respondents to provide additional, revised or final written Responses addressing specified topics.
- Require any or all responsive Respondents to provide a written BAFO.
- Require any or all responsive Respondents to address services, prices, or conditions offered by any other Respondent.
- Pursue a contract with one or more responsive Respondents for the services encompassed by this solicitation, any addenda thereto, and any request for additional, revised or final written responses or RBAFOs.
- Pursue the division of contracts between responsive Respondents by type of service.

- Arrive at an agreement with any responsive Respondent, finalize principal contract terms with such Respondent and terminate negotiations with any or all other Respondents, regardless of the status of or scheduled negotiations with such other Respondents.
- Decline to conduct further negotiations with any Respondent.
- Re-open negotiations with any Respondent.
- Take any additional administrative steps deemed necessary in determining the final award, including additional fact-finding, evaluation, or negotiation where necessary and consistent with the terms of this solicitation.
- Review and rely on relevant information contained in the Responses.

OFR has sole discretion in deciding whether and when to take any of the foregoing actions, the scope and manner of such actions, the Respondents affected and whether to provide concurrent public notice of such decision.

#### **4.7 Final Selection and Notice of Intent to Award Contract**

##### ***4.7.1 Award Selection***

The Contract will be awarded to the responsible and responsive Respondent whose BAFO is assessed as providing the best value to the State by using any selection criteria listed in the RBAFO. The Negotiation Team will consider the total cost for each year of the Contract, including renewal years as submitted by the Respondent.

OFR reserves the right to accept or reject any and all offers, or separable portions, and to waive any minor irregularity, technicality, or omission if OFR determines that doing so will serve the best interest of the state. OFR has the right to use any or all ideas or adaptations of the ideas presented in any Response. Selection or rejection of a Response will not affect this right.

Responses that do not meet all requirements, specifications, terms, and conditions of the solicitation or fail to provide all required information, documents, or materials may be rejected as not responsive. Respondents whose responses, past performance, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of a contract may be rejected. OFR may request additional information pertaining to the Respondent's ability and qualifications to accomplish all services described in this ITN as deemed necessary during the ITN or after Contract award.



#### **4.7.2 Negotiation Team Award Recommendation**

The Negotiation Team will develop a recommendation as to the award that will provide the best value to the State. In so doing, the Negotiation Team will not score the Responses, but will arrive at its recommendations by majority vote.

The scores from the Evaluation Phase will not carry over into the negotiation phase, and the Negotiation Team will not be bound by those scores. The Negotiation Team will forward its recommendations to the OFR Commissioner or his designee for review.

#### **4.7.3 OFR's Reserved Rights for Award**

OFR reserves the right to:

- Select one or more Respondents for the services encompassed by this solicitation, any addenda thereto and any request for additional or revised detailed written replies or request for best and final offers;
- Divide the work among Respondents by type of service; and
- Award contracts for less than all services encompassed by this solicitation.

#### **4.7.4 Posting of Award Decision**

The Department will post a Notice of Intent to Award Contract on behalf of OFR, stating its intent to enter into one (1) or more contracts with the Respondent or Respondents identified therein, on the VBS website ([http://vbs.dms.state.fl.us/vbs/main\\_menu](http://vbs.dms.state.fl.us/vbs/main_menu)). If OFR decides to reject all replies, it will post its notice to do so at the same VBS website.

## **ATTACHMENT A - Contract**

### REGULATORY ENFORCEMENT AND LICENSING (REAL) SYSTEM SUPPORT AND IMPROVEMENTS

DFS OFR ITN 15/16-06

Between  
The State of Florida  
Office of Financial Regulation  
and  
<<*Contractor Name*>>

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## Contract

This Contract is between the STATE OF FLORIDA, Office of Financial Regulation (OFR or Office), and <Respondent Name> (Contractor), collectively referred to as the Parties.

The Contractor responded to the Department of Financial Services' solicitation #DFS OFR ITN 15/16-06, Regulatory Enforcement and Licensing (REAL) System Support and Improvements (Solicitation). The Parties enter into this Contract in accordance with the terms and conditions of the Solicitation.

The Parties therefore agree as follows.

### 1 Scope of Work

The Contractor shall provide REAL System support and improvement services as specified in the Solicitation Attachment B, Scope of Work, updated and incorporated herein as **Attachment <\_>, Scope of Work**.

### 2 Definitions

In this Contract, capitalized terms shall have the meanings stated in the Solicitation Attachment D, Glossary, updated and incorporated herein as **Attachment <\_>, Glossary**.

### 3 Contract Term

#### 3.01 Initial Term

The initial term of this Contract will be five (5) years. The initial Contract term shall begin on the last date it is signed by all Parties, whichever is later.

#### 3.02 Renewal Term

Upon written agreement, OFR and the Contractor may renew the Contract in whole or in part, for renewal terms up to five (5) years. Any renewals shall be contingent upon satisfactory Contractor performance evaluations by OFR, and subject to the availability of funds. The Contractor shall not charge any costs for renewing the Contract beyond the renewal price provided in its Solicitation Response as Form 5: Price Response, and incorporated herein as **Exhibit <\_>, Price Response**.

### 4 Termination

The following terms and conditions are in addition to, and do not supersede sections Termination for Convenience and Termination for Cause (sections 22 and 23, respectively) of the PUR 1000, incorporated into the Solicitation:

#### 4.01 Termination by Contractor

The Contract may be terminated by the Contractor only if OFR agrees to the termination in writing. The termination request must be received by OFR at least sixty (60) days prior to the proposed termination date.

#### 4.02 Termination for Bankruptcy/Assignment

OFR reserves the right to seek termination of the Contract in the event the Contractor shall be placed in either voluntary or involuntary bankruptcy. OFR further reserves the right to terminate

the Contract in the event an assignment is made for the benefit of creditors.

#### 4.03 Termination for Reasons Other than Cause

If OFR terminates the Contract for reasons other than non-compliance with the terms and conditions of the Contract, OFR shall notify the Contractor of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Contract is to be terminated. If the Contract is terminated before Contractor performance is completed, the Contractor shall be paid only for that work it satisfactorily performed for which cost can be substantiated. All work in progress will become the property of OFR and will be turned over promptly by the Contractor.

#### 4.04 Exit Transition Services

If at any time the Contract is canceled, terminated, or expires, and a contract is subsequently executed with a vendor other than the Contractor, or services will be performed by OFR or another State agency, the Contractor shall assist in the smooth transition of Contract services in accordance with Section D-9 of **Attachment <\_>, Scope of Work.**

#### 4.05 Termination Generally

In the event this Contract is terminated, all finished or unfinished documents, data, studies, correspondence, reports and other products prepared by or for the Contractor under this Contract shall be made available to and for the use of OFR.

Notwithstanding the above, the Contractor shall not be relieved of liability to OFR for damages sustained by OFR by virtue of any termination of this Contract by the Contractor. In the event this Contract is terminated, the Contractor shall be reimbursed for services satisfactorily completed subject to any such damages.

## 5 Payments

#### 5.01 Pricing

The Contractor shall adhere to the prices as stated in its Solicitation Response as Form 5: Price Response, and incorporated herein as **Exhibit <\_>, Price Response.**

#### 5.02 Submission of Invoices

The Contractor shall submit invoices in accordance with Section C-2 of **Attachment <\_>, Scope of Work.**

#### 5.03 Detail of Invoices

The Contractor shall submit invoices for fees or other compensation for services or expenses in detail sufficient enough for a proper pre-audit and post-audit. The Department reserves the right to request additional documentation.

Invoices for services must include the information specified in Section C-2 of **Attachment <\_>, Scope of Work.**

#### 5.04 Bills for Travel

Invoices for travel expenses, if permitted in advance and in writing by the OFR Contract Manager, must be submitted in accordance section 112.061, Florida Statutes.

#### 5.05 Payment Triggering Event

The Parties agree that payments under this Contract relating to ongoing Operations and Maintenance Program services shall be made upon receipt of monthly invoices that reflect services rendered. Payment for other services under the Contract shall be made in accordance with Section C of **Attachment <\_>, Scope of Work.**

## 6 Appropriations

The State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature.

## 7 Contract Document

### 7.01 Contract Documents & Hierarchy

This Contract sets forth the entire understanding of the Parties and consists of the documents listed below. In the event any of these documents conflict, the conflict will be resolved in the following order of priority (highest to lowest):

- a) This Contract
- b) Attached Scope of Work (Attachment B)
- c) Attached Service Level Agreement (Attachment C)
- d) Attached Price Response (Form 5)
- e) Solicitation #DFS (OFR) ITN 15/16-06, including addenda
- f) The Best and Final Offer Submitted by the Contractor pursuant to the Solicitation
- g) The General Contract Conditions - PUR 1000(10/06), which are incorporated by reference, and available at  
<http://www.dms.myflorida.com/content/download/2933/11777/version/6/file/1000.pdf>

### 7.02 Contract Managers

The Parties will each name a Contract Manager during the term of this Contract whose responsibilities will be to maintain the Contract, and enforce adherence of the Contract terms and conditions.

- a) The Contract Manager for OFR is:

*<OFR assigned Contract Manager Name and address>*

- b) The Contract Manager for the Contractor is:

*<Contractor's assigned Contract Manager Name and address>*

## 8 Compliance with Laws

### 8.01 Governing Law

This Contract shall be construed, performed, and enforced in accordance with the laws and rules of the State of Florida. If any term or provision of the Contract is found to be illegal or unenforceable such term or provision shall be deemed stricken and the remainder of the contract shall remain in full force and effect. Any and all litigation arising under this Contract shall be instituted in the appropriate court in Leon County, Florida.

### 8.02 Compliance

The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and authority. For example, Chapter 287, of the Florida Statutes and Rule 60A of the Florida Administrative Code govern the Contract. The Contractor shall comply with section 247A(e) of the Immigration and Nationalization Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Violation of any laws, rules, codes, ordinances, or licensing requirements shall be grounds for Contract termination or nonrenewal of the Contract.

### 8.03 Notice of Legal Actions

The Contractor shall notify the Department of any legal actions filed against it for a violation of any laws, rules, codes ordinances, or licensing requirements within 30 days of the action being filed. The Contractor shall notify the OFR Contract Manager of any legal actions filed against it for a breach of a contract of similar size and scope to this Contract within 30 days of the action being filed. Failure to notify OFR of a legal action within 30 days of the action shall be grounds for termination or nonrenewal of the Contract.

### 8.04 Public Entity Crime and Discriminatory Vendors

Pursuant to sections 287.133 and 287.134, Florida Statutes, the restrictions provided in 8.05 and 8.06 below are placed on the ability of persons placed on the convicted vendor list or the discriminatory vendor list.

### 8.05 Public Entity Crime

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

### 8.06 Discriminatory Vendors

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

The Contractor shall notify OFR if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the term of the Contract.



## 9 Liability and Worker's Compensation Insurance

### 9.01 Coverage

This paragraph modifies section 35, of the PUR 1000. The Contractor shall purchase and maintain insurance at the Contractor's expense for at least the following types and amounts of insurance coverage, which amounts shall be not less than any limits set forth in this subsection or required by law, whichever is greater, unless otherwise approved by the Contract Managers:

- a) Commercial General Liability Insurance (including premises/operations liability, independent contractor's liability, contractual liability, products liability, completed operations liability, property damage liability, personal injury liability, bodily injury and death coverage) in a minimum amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate combined single limit for bodily injury or death, personal injury or property damage. The Contractor shall instruct the insurance carrier to also provide Commercial General Liability Insurance coverage naming the Department as an additional insured.
- b) Workers Compensation Insurance (including workers' disability compensation and other similar benefits) covering the Contractor's employees fully in compliance with Chapter 440, F.S., and in an amount not less than the limits required by law and Employers Liability Insurance covering the Contractor's employees in an amount not less than \$500,000 per accident. A non-resident Subcontractor shall have insurance for benefits payable under Florida's Workers' Disability Compensation Law for any employee resident of and hired in Florida; and as respects any other employee protected by workers' disability compensation laws of any other state, the Contractor and its Subcontractors shall have insurance or participate in a mandatory State fund to cover the benefits payable to any such employee.
- c) Professional Liability Insurance issued to and covering the liability of the Contractor for errors or omissions committed by the Contractor, its agents and employees, in the performance of this Contract. The policy shall have limits of liability of not less than \$1,000,000 per claim.
- d) Fidelity Employee Insurance and Computer Crime Insurance providing coverage for loss to the State arising from fraudulent or dishonest acts committed by the employees of the Contractor or its agents, acting alone or in collusion with others, in a minimum amount of \$1,000,000 per loss. The Department will be added by endorsement or included under a blanket endorsement to this coverage as additional insureds.
- e) Business Automobile Liability Insurance including coverage for owned, hired and non-owned vehicles with a combined single limit of \$1,000,000 per occurrence for bodily injury, personal injury and property damage.
- f) Umbrella Liability Insurance in a minimum amount of \$15,000,000 per occurrence.

The insurers selected by the Contractor shall have an A.M. Best rating of A-, or as otherwise approved in writing by OFR, or better or, if such ratings are no longer available, with a comparable rating from a recognized insurance rating agency, and shall be qualified and doing business in Florida. The State is exempt from and in no way liable for any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor. Each such insurance policy will include provisions generally considered standard (according to Insurance Services Office standard forms) for the

type of insurance involved, including the loss payable (as applicable above) and waiver of subrogation clauses and deductible and/or self-insured retention amounts.

Except as agreed in a separate writing, no self-insurance coverage shall be acceptable unless the Contractor is licensed or authorized to self-insure for a particular coverage listed above in the State of Florida, or is an insured member of a self-insurance group that is licensed to self-insure in the State of Florida.

## **10 Public Records and Confidentiality**

### **10.01 Public Records**

The Contractor shall allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission (Records) made or received by the Contractor in conjunction with this Contract, unless the Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), Florida Statutes. The Contractor is responsible for becoming familiar with Florida Public Records Law with regard to such records. OFR may unilaterally terminate this Contract if the Contractor refuses to allow public access as required in this section. Notwithstanding any provisions to the contrary, disclosure of any records made or received by the State of Florida in conjunction with this Contract will be governed by the provisions of Chapter 119, Florida Statutes, section 24(a) of Article I of the Florida Constitution, or as otherwise provided by law ("Public Records Law").

### **10.02 Confidential Information**

As used in this section, "Confidential Information" shall mean information in the possession or under the control of OFR or the Contractor that is deemed "exempt" or confidential by the Florida Public Records Law, Chapter 119, Florida Statutes., any other provision of the Florida Statutes, or of Article I section 24 of the Florida Constitution. The Contractor and OFR each acknowledge that the other possesses and will continue to possess confidential information that has been developed or received by it. Except to the extent that such records contain trade secret information or are confidential and/or exempt from the Public Records Act, all records are subject to Chapter 119, Florida Statutes. The Contractor shall ensure that exempt or confidential and exempt records are not disclosed, except as permitted by the Contract or by law, after notice to OFR.

### **10.03 Protection of Confidential Information**

The Parties will each use at least the same degree of care to prevent disclosing to third parties the Confidential Information of the other as it employs to avoid unauthorized disclosure, publication or dissemination of its own confidential information of like character, but in no event less than reasonable care. The Contractor will protect, by password and encryption software compatible with the State's, all electronic documents and web-based information that is confidential and exempt from the State's Public Records Act. The Parties will limit disclosure of the other party's Confidential Information to employees and Subcontractors who must have access thereto in order to fulfill the purposes of this Contract. Disclosure to, and use by, a Subcontractor is permissible where:

- a) use of a Subcontractor is authorized under this Contract,
- b) such disclosure is necessary or otherwise naturally occurs in connection with work that is within such Subcontractor's scope of responsibility, and
- c) The Contractor obligates the Subcontractor in a written Contract to protect the State's Confidential Information in confidence. At OFR's request, any employee of the Contractor and of any Subcontractor having access or continued access to the State's

Confidential Information may be required to execute an acknowledgment that the employee has been advised of the employee's obligation to protect such Confidential Information from unauthorized use or disclosure.

If the Contractor considers any portion of the documents or records submitted in reply to a solicitation or request for data or information to be confidential, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority, the Contractor must also simultaneously provide OFR with a separate redacted copy of its document. Any responses to OFR requests for or questions about security of a proposed technology system to be used by OFR, or information subject to sections 119.011(14), 119.071(1)(f) and (3), Florida Statutes, must be: (1) redacted in the redacted version; and (2) maintained in confidence.

#### 10.04 Exclusions

Notwithstanding the foregoing, the provisions of this section will not apply to any particular information which OFR or the Contractor can demonstrate:

- a) was, at the time of disclosure to it, in the public domain;
- b) after disclosure to it, is published or otherwise becomes part of the public domain through no fault of the receiving party;
- c) was in the possession of the receiving party at the time of disclosure to it without an obligation of confidentiality;
- d) was received after disclosure to it from a third party who had a lawful right to disclose such information to it without any obligation to restrict its further disclosure; or
- e) was independently developed by the receiving party without reference to Confidential Information of the furnishing party.
- f) Further, the provisions of this section will not apply to any particular Confidential Information to the extent the receiving party is required by law to disclose such Confidential Information, provided that the receiving party:
  - (1) promptly provides the furnishing party with notice of the legal request, and
  - (2) assists the furnishing party in resisting or limiting the scope of such disclosure as reasonably requested by the furnishing party.

Nothing in this section mitigates the Contractor's responsibility or liability for the release of confidential or exempt information. Nothing in this Contract waives OFR's sovereign immunity beyond the limited waiver provided by section 768.28, Florida Statutes. The parties shall not be required to disclose to the public any materials protected by law, and disclosure of any confidential information received by the State of Florida will be governed by the provisions of Article I, section 24 of the Florida Constitution, and the Florida Public Records Act, Chapter 119, F.S., and exceptions thereto. The following records are specifically excluded from inspection, copying, and audit rights under the Contract:

- (1) Records of the Contractor (and subcontractors) that are unrelated to the Contract;
- (2) Documents created by and for OFR or other communications related thereto that are confidential attorney work product or subject to attorney-client privilege, unless those documents would be required to be produced for inspection and copying by OFR under the requirements of Chapter 119, F.S., and, Article I section 24 of the Florida Constitution; and
- (3) The Contractor's (and subcontractors) internal cost and resource utilization data, or data related to employees, or records related to other customers of the Contractor, or any subcontractor who is not performing services under this Contract.

#### 10.05 **No Implied Rights**

Nothing contained in this section shall be construed as obligating a party to disclose any particular Confidential Information to the other party, or as granting to or conferring on a party, expressly or impliedly, any right or license to the Confidential Information of the other party.

#### 10.06 **Public Records or other Disclosure Request**

If a public records or other disclosure request is made to the Contractor, the Contractor will immediately notify OFR of such request. In the event of a public records or other disclosure request pursuant to Chapter 119, F.S., the Florida Constitution or other authority, and records that have been marked and identified as "Confidential" are responsive, OFR will provide the Contractor-redacted copies to the requestor. If a requester asserts a right to the portions of records claimed as Confidential, OFR will notify the Contractor such that an assertion has been made. It is the Contractor's responsibility to assert that the portions of records in question are exempt from disclosure under Chapter 119, Florida Statutes, or other applicable law. If OFR becomes subject to a demand for discovery or disclosure of the portions of records the Contractor claims as Confidential in a legal proceeding, OFR shall give the Contractor prompt notice of the demand prior to releasing the portions of records the Contractor claims as Confidential (unless otherwise prohibited by applicable law). The Contractor shall be responsible for defending its determination that the redacted portions of its records are Confidential. The Contractor acknowledges that the protection afforded by section 815.045, Florida Statutes, is incomplete, and it is hereby agreed that no right or remedy for damages against OFR arises from any disclosure based on the Contractor's failure to promptly legally protect its claim of exemption and commence such protective actions within ten (10) days of receipt of such notice from OFR. The Contractor shall protect, defend, and indemnify OFR for any and all claims arising from or relating to the Contractor's determination that the redacted portions of its response are Confidential.

#### 10.07 **Contractor as Agent**

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

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

specified by the Department as compatible with the information technology systems of OFR. These formatting requirements are satisfied by using the data formats as authorized in the Contract or Microsoft Word, Outlook, Adobe, or Excel.

## **11 Secure Protection and Handling of Data**

The Contractor understands and agrees that data that is the subject of this Contract contains confidential information strictly protected from disclosure under State and Federal law, as well as otherwise confidential and privileged data. The Contractor shall exercise due diligence to prevent access or disclosure to unauthorized individuals or entities.

### **11.01 Sites of Storage and Processing of Data**

All project data shall be stored and processed within the State of Florida. Project data may not be exposed to any cloud environment external to the Department of Financial Services' facilities. No work under this Contract may be performed at or from any location outside the State of Florida. Outsourcing or off-shoring of data or work is strictly prohibited.

### **11.02 Network Security**

Contractor agrees at all times to maintain network security that includes, at a minimum: network firewall provisioning, intrusion detection, and third-party vulnerability assessments. Likewise, Contractor agrees to maintain network security that conforms to generally recognized industry standards and best practices.

### **11.03 Data Security**

The Contractor, its employees, subcontractors and agents shall comply with all information technology security procedures of the Department of Financial Services in performance of this Contract. The Contractor shall provide immediate notice to the Department of Financial Services' Information Security Office (ISO) in the event it becomes aware of any security breach and any unauthorized transmission or loss of any or all of the data collected or created for or provided by OFR or the Department (State Data) or, to the extent the Contractor is allowed any access to Department or OFR information technology (IT) resources, provide immediate notice to the ISO, of any allegation or suspected violation of security procedures of the Department. Except as required by law or legal process and after notice to the Department, the Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work according to applicable rules, including, but not limited to, Rule Chapter 71A-1, F.A.C., (to be replaced by Rule Chapter 74-2, F.A.C., when promulgated) security procedures, business operations information, or commercial proprietary information in the possession of the state or the Department. The Contractor shall not be required to keep confidential material that the Contractor developed independently without relying on the State's confidential information or information that is otherwise obtainable under state law as a public record.

### **11.04 Data Storage**

Contractor agrees that any and all OFR and Department data will be stored, processed, and maintained solely on designated target Department servers and that no OFR or Department data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that device or storage medium is in use as part of the Contractor's designated backup and recovery processes, with enabled audit tracking functionality and encryption.

#### **11.05 Loss of Data**

In the event of loss of any State Data or record where such loss is due to the negligence of the Contractor or any of its subcontractors or agents, the Contractor shall be responsible for recreating such lost data in the manner and on the schedule set by OFR at the Contractor's sole expense, in addition to any other damages OFR may be entitled to by law or the Contract. In the event lost or damaged data is suspected, the Contractor will perform due diligence and report findings to OFR and perform efforts to recover the data. If is unrecoverable, the Contractor will pay all the related costs associated with the remediation and correction of the problems engendered by any given specific loss. Further, failure to maintain security that results in certain data release will subject the Contractor to the administrative sanctions for failure to comply with section 501.171, Florida Statutes, together with any costs to OFR of such breach of security caused by the Contractor. If State Data will reside in the Contractor's system, the Department or OFR may conduct, or request the Contractor conduct at the Contractor's expense, annual network penetration test or security audit of the Contractor's system(s) on which State Data resides.

#### **11.06 Data Transmission**

The Contractor shall encrypt all data transmissions containing confidential or confidential and exempt information. Remote data access must be provided via a trusted method such as SSL, TLS, SSH, VPN, IPSec, SFTP or a comparable protocol approved by the Department. Confidential information must be encrypted using an approved encryption technology when transmitted outside of the network or over a medium not entirely owned for managed by the Department.

#### **11.07 Data Encryption**

During the term of the Contract, the Contractor will store all OFR backup data as part of its designated backup and recovery processes in encrypted form, using a commercially supported encryption solution. Contractor further agrees that any and all OFR data defined as personally identifiable information under current legislation or regulations stored on any portable or laptop computing device or any portable storage medium is likewise encrypted. Any data moved from its source, inclusive of hard drives, discs, thumb drives and remote transfers will be encrypted. Encryption solutions will be deployed with no less than a 128-bit key for symmetric encryption and a 1024 (or larger) bit key length for asymmetric encryption. The encrypted key shall be held by the Department or OFR.

#### **11.08 Data Re-Use**

Contractor agrees that any and all data exchanged shall be used expressly and solely for the purposes enumerated in this Contract. Data shall not be distributed, repurposed or shared across other applications, environments, or business units. Contractor further agrees that no OFR data of any kind shall be transmitted, exchanged or otherwise passed to any person or entity unless and except as specifically directed by OFR.

#### **11.09 Data Handling at Conclusion of Contract**

Contractor agrees that within seven days of termination of this Contract, or within seven days of any request by OFR, the Contractor shall erase, destroy, and render unrecoverable all OFR case data and certify in writing that these actions have been completed. At a minimum,

destruction of data activities are to be performed according to the standards enumerated by the National Institute of Standards, Guidelines for Media Sanitization - see <http://csrc.nist.gov/>.

#### 11.10 Security Breach Notification

Contractor agrees to comply with all applicable laws, including the Florida Information Protection Act of 2014 (FIPA), requiring the notification of individuals in the event of unauthorized release of personally identifiable information or other event requiring notification. In the event of a breach of any of Contractor's security obligations, or other event requiring notification under applicable law, Contractor agrees to:

- a) Notify OFR and the Department by telephone and e-mail of such an event within 24 hours of discovery, and
- b) Assume responsibility for informing all such individuals in accordance with F.S. 501.171, and
- c) Indemnify, hold harmless and defend OFR and the Department from and against any claims, damages, or other harm related to such unauthorized release and notification or the negligent acts or omissions of the Contractor related to this section.

### 12 Contract Revisions

Any terms and conditions that the Contractor provides that attempt to modify the Contract or add additional restrictions of usage, license conditions, or requirements have no effect and are not enforceable under the Contract. (Modifies PUR 1000-42.) Any proposed software license agreement, service level agreement, or any other draft agreement submitted in the Contractor's Solicitation Response shall not contain any provisions, unless such provisions are expressly negated in the Response, which:

- a) are inconsistent with Florida law,
- b) exclude, prohibit, or negate other contract documents,
- c) subject the State of Florida to the jurisdiction of another state, or
- d) provide that the State will indemnify the Contractor or any other person.

### 13 System Enhancements

New System enhancements or products may be considered for addition to the Contract as long as they are within the Contract scope, and approved in writing by the OFR Contract Manager.

### 14 Contract Reporting Requirements

The Contractor shall adhere to reporting requirements specified in **Attachment B, Scope of Work**.

### 15 Intellectual Property

The Parties do not anticipate that any Intellectual Property will be developed as a result of this Contract. However, any Intellectual Property developed as a result of this Contract will belong to the party that develops it. This provision will survive the termination or expiration of this Contract.

All work materials developed or provided by the Contractor under the Contract and any prior agreement between the Parties shall be deemed to be work made for hire and owned exclusively by the State of Florida, Office of Financial Regulation (OFR).

Contractor further agrees to provide to OFR as part of the System operations and maintenance services hereunder all System revisions, updates, improvements, modifications and enhancements (the "Updates") to each licensed software program ("Product") and/or any item of equipment. An Update, once incorporated by OFR into the System, shall be considered part of the System for all purposes hereunder and shall not cause a loss of existing functionality. All such Updates will be provided free of charge. A product providing new, improved, or altered service performance which provides the same functionality as any equipment or Product provided hereunder shall be deemed an Update. Provision of maintenance hereunder shall not be contingent on OFR upgrades or acceptance of Updates.

## 16 Remedies

Contractor shall perform in accordance with the performance standards specified in **ATTACHMENT <\_>**, **Scope of Work**, and further detailed in **ATTACHMENT <\_>**, **Service Level Agreement**.

## 17 E-Verify Employment Eligibility Verification

Pursuant to the Office of the Governor Executive Order Number 11-116, the Contractor shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the Contractor during the Contract term, and include in any subcontracts an express requirement that subcontractors performing work or providing services pursuant to the Contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

## 18 Limitation of Liability

a) OFR's maximum liability

OFR's maximum liability for any damages, regardless of form of action, shall in no event exceed the Contract price for the relevant products or services giving rise to the liability, prorated over a three year term from the installation of products or the date of performance of the applicable services.

Both Parties recognize that OFR, as an agency of the State of Florida, is prohibited from entering into indemnification agreements. Subject to that prohibition, the Parties agree that the Contractor shall not be responsible for damages resulting solely and exclusively from OFR's negligence.

b) Contractor's maximum liability

The indemnification provisions of this Contract and its incorporated PUR 1000-19 and 20 shall apply with the following clarifications, except that each party shall be responsible for its own attorney fees. The provisions of the Solicitation and its incorporated PUR 1000, section 20 shall apply as modified herein; but, for the avoidance of doubt, the limitations and exclusions of liability will not apply to exclude or limit the recovery of any damages required by Rule 60A-1.006, F.A.C., or attributable to any of the following:

- 1) fraud, intentional torts, willful misconduct (including intentional breach of Contract), unlawful conduct, or gross negligence of or by the Contractor (or an entity or person for whom the Contractor is responsible);
- 2) the Contractor's (or an entity's or person's for whom the Contractor is responsible) violation of applicable law or regulation; or
- 3) the Contractor's cessation or abandonment of any services without providing contract exit transition services substantially in accordance with the Contract.



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

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

## **20 Records Retention**

The Contractor shall retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation to this the Contract. Contractor shall retain all documents related to this Contract in compliance with the rules of the Florida Department of State.

## **21 Vendor Ombudsman**

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

## **22 Monitoring by the OFR**

The Contractor shall permit all persons who are duly authorized by OFR to inspect and copy any records, papers, documents, facilities, goods, and services of the Contractor that are relevant to this Contract, and to interview clients, employees, and subcontractor employees of the Contractor to assure OFR of satisfactory performance of the terms and conditions of this Contract. Following such review, OFR will deliver to the Contractor a written report of its finding, and may direct the development, by the Contractor, of a Corrective Action Plan. This provision will not limit OFR's termination rights.

## **23 Audits**

OFR may conduct or have conducted performance and/or compliance audits of any and all areas of the Contractor and/or its subcontractors as determined by OFR. OFR may conduct or authorize an audit and review of all the Contractor's (and subcontractors') data and records that directly relate to the Contract services. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with its subcontractors, partners or agents, pertaining to this Contract, may be inspected by OFR or its designee upon fifteen (15) days notice during Normal Business Hours, and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners or agents are not required for OFR or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The State's Office of the Auditor General also has authority to perform audits and inspections as described herein.

The Contractor and/or its subcontractors shall cooperate with a State inspector general in any investigation, audit, inspection, review, or hearing pursuant to section 20.055(5) Florida Statutes.

## **24 Preferred Price Affidavit Requirement**

During the contract term, if OFR becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a service outside the Contract, but upon the same or similar terms of the Contract, then at the discretion of OFR the price under the Contract shall be immediately reduced to the lower price, per Section 4(b) of PUR 1000, (10/06) 60A-1.002 F.A.C., State Purchasing Forms. The Contractor shall submit to OFR from an authorized representative, at least annually, attesting that the Contractor is in compliance with this provision.

## 25 Independent Contractor

The Parties agree that the Contractor, its officers, agents and employees, in performance of this Contract, shall act in the capacity of an independent contractor and not as an officer, employee or agent of the State.

## 26 Preservation of Remedies

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 delay or omission be construed as a waiver of any such breach or default, or any similar breach of default thereafter.

## 27 Unauthorized Employment

The employment of unauthorized aliens by a Contractor is considered a violation of Section 274 A of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the Contract.

## 28 Scrutinized Companies

Prior to execution of the Contract, or subsequent renewal of the Contract, the Contractor must certify that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. (See <http://www.state.gov/s/ct>). As provided in section 287.135, Florida Statutes. OFR may terminate the Contract in the event the Contractor is found to have submitted a false certification as provided under section 287.135 (5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Notice: Section 287.135, Florida Statutes., would operate to make businesses ineligible to contract with the State of Florida in specified circumstances. The 2012 changes to this section were enjoined by a court of law and upheld by an appellate court. The State has determined to not pursue enforcement of the enjoined portion of the law related to refusing to contract with vendors who engage in business operations in Cuba or Syria except with respect to which the U.S. Department of Commerce, the U.S. Department of State or the U.S. Department of Treasury maintains any commercial activities sanctions program.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be duly executed by their respective authorized representatives on the dates indicated below:

<CONTRACTOR NAME>

STATE OF FLORIDA  
OFFICE OF FINANCIAL REGULATION

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative

REGULATORY ENFORCEMENT AND LICENSING (REAL) SYSTEM SUPPORT AND IMPROVEMENTS  
Contract No:

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

## **ATTACHMENT B – Scope of Work (SOW)**

### **REGULATORY ENFORCEMENT AND LICENSING (REAL) SYSTEM SUPPORT AND IMPROVEMENTS**

**DFS OFR ITN 15/16-06**

**The State of Florida  
Office of Financial Regulation**

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## **ATTACHMENT B**

### **SCOPE OF WORK**

#### **A. SERVICES TO BE PROVIDED**

##### **1. Definitions**

In this document, in addition to the definitions in the PUR 1000 and PUR 1001, capitalized terms shall have the meanings stated in **ATTACHMENT D, Glossary of Terms and Acronyms**. Defined terms in the singular shall include the plural and vice versa.

##### **2. Contract Objectives**

The Office of Financial Regulation (OFR) is authorized to contract for services under s 20.121 and 216.272, Florida Statutes. OFR is in need of ongoing support and enhancement of its Regulatory Enforcement and Licensing (REAL) System. The primary objectives of the services to be provided under the Contract include:

2.1 Creation of the Project Management Structure necessary to complete the project work defined in Contract Year 1 and the first 90 days of the Operations and Maintenance Program period, which will begin after completion of the Year 1 Projects, or July 1, 2017 (see section B-1: Project Management Structure and section B-5, Integrated Master Schedule) ;

2.2 Seamless continuation of the Future State System operations and maintenance support by the Contractor, effective July 1, 2017 through thorough and efficient service transition (see section B-2: Operations and Maintenance Transition Project);

2.3 Migration of OFR's Division of Financial Institutions (DFI) processes and data into the System prior to July 1, 2017, while ensuring thorough business process mapping to allow for effective and efficient continuation of those functions on July 1, 2017 (see SOW, section B-3: DFI Migration Project);

2.4 Replacement of the System's original custom web portal with the Versa:Online COTS software solution prior to July 1, 2017, while ensuring continuation of current portal business functions and operations, and incorporating additional, configurable functions as identified by OFR (see SOW section B-4: Portal Replacement Project); and

2.5 High quality, ongoing Future State System support through a dedicated, full-time and on-site support team that includes a dedicated software team lead (see SOW, section B-6: Operations and Maintenance Program).

##### **3. REAL System Background and Specifications**

Detailed REAL System specifications are provided in ITN EXHIBIT 1: REAL System Background and Technical Specifications, incorporated into the Contract by reference.

##### **4. Services to be Provided by OFR**

OFR will provide the following services to facilitate the Contractor in meeting the requirements of the Contract.



#### 4.1 Contract Manager

OFR will assign a Contract Manager to provide final direction to the Contractor, unless such direction is expressly delegated. The OFR Contract Manager will be responsible for enforcing the compliance with administrative and service provision terms and conditions of the Contract. The OFR Contract Manager will be the primary point of contact through which all Contract-related decisions and direction shall flow between OFR and the Contractor. The OFR Contract Manager will be responsible for daily oversight of Contract activities, such as prioritizing and directing the Contractor's work, approval of System deployments, approval of Deliverables and invoices, Contractor performance monitoring and initiation or coordination of Contract and System issue resolution discussions or actions.

#### 4.2 Software License Agreement

OFR has an existing software license and maintenance agreement with MicroPact, Inc. for the Versa:Regulation software product. Prior to the effective date of the Contract, OFR intends to enter into a software license agreement with MicroPact, Inc. for the Versa:Online software product. OFR intends to maintain these software license agreements through the term of the Contract, but the Contractor shall subcontract directly with MicroPact, Inc. as system integrator for the completion of the Year 1 Projects described in the SOW, section B, Manner of Service Provision (See SOW, section A-6, Subcontract Requirements).

#### 4.3 Contractor Direction and Support

OFR will provide information, direction or support, to the Contractor as needed and as available, and will respond to the Contractor's requests for such information, direction or support within a reasonable time.

#### 4.4 OFR Policy Clarification

OFR will provide policy clarification, as needed by the Contractor to carry out System support functions, and to appropriately respond to OFR requests, such as System fixes, reports, correspondence, configurations, or enhancements.

#### 4.5 Document Review

OFR will review Deliverables, reports and other written documents or developed work products completed or submitted by the Contractor, and provide feedback, approval, or request for modification within a reasonable timeframe.

#### 4.6 Office Space, Facilities and Equipment

OFR will provide the Contractor's full time, on-site staff with the following:

1. Office space located in OFR's Tallahassee office at 101 East Gaines Street, Tallahassee, Florida in the Fletcher Building, unless otherwise agreed to in writing by OFR's Contract Manager;
2. Furniture (desks, chairs) and telephones;
3. Desktop computers;
4. Appropriate network/internet access as needed to complete assigned tasks;
5. Access to printers, copiers, fax machines, scanners and office supplies; and

6. Appropriate security access to necessary OFR facilities.

If the Contractor's personnel utilize their own laptop computers, the Contractor shall obtain prior approval from the OFR Contract Manager. The laptop equipment will be subject to a security review by OFR or DFS DIS in order to ensure it is free of software viruses and does not otherwise pose a security threat prior to connection to the Office's network.

### ***5. Services to be Provided by the Contractor***

The Contractor shall provide the following services, as further described in the SOW, SECTION B, Manner of Service Provision, to ensure successful delivery of the System support and improvement projects described herein.

#### ***5.1 Project Management***

The Contractor shall provide a dedicated, on-site, full-time Project Manager for the duration of Contract Year 1 to manage the Contractor's assigned on-site personnel, coordinate and oversee all Contracted services and ensure adherence to agreed-upon specifications and deadlines for all System support and improvement projects included under the Contract. In addition, the Contractor shall provide a Project Manager, as needed and requested by the OFR Contract Manager, to manage any future Major System Enhancement projects during the Operations and Maintenance Program phase of the Contract. (See SOW, section B-6)

#### ***5.2 On-site Personnel Resources***

The Contractor shall provide and maintain dedicated, full time, on-site personnel to ensure successful completion of the following REAL System support and improvement Year 1 Projects and ongoing System support services:

1. Ongoing Project Management services for Year 1 Projects (see SOW, section B-2: Project Management Structure);
2. Transition of System operations and maintenance support services (see SOW, section B-2: Operations & Maintenance Transition Project);
3. Migration of OFR's Division of Financial Institutions business processes and data into the System (see SOW, section B-3: DFI Migration Project);
4. Replacement of the System's online services custom web portal (see SOW, section B-4: Portal Replacement Project);
5. Ongoing System Operations and Maintenance Program services (see SOW, section B-6: Operations and Maintenance Program Services);
6. Project Management services, as needed, for the completion of future Major System Enhancements (see SOW, section B-2: Project Management Structure and SOW, section B-6: Operations and Maintenance Program Services).

#### ***5.3 Systems Integration***

The Contractor shall serve as systems integrator (SI) to ensure thorough completion of the Year 1 Projects described in Section B, Manner of Service Provision prior to July 1, 2017. (See SOW, section A-6, Subcontractor Requirements.)

#### 5.4 Communication

The Contractor shall maintain current and open lines of communication with OFR, and shall keep the OFR Contract Manager abreast of the status of all work initiatives, and notify the OFR Contract Manager of System issues or other issues regarding the provision of Contract services within a reasonable time.

#### **6. Subcontractor Requirements**

Prior to the effective date of the Contract, the Contractor shall execute a Subcontract with MicroPact, Inc. and work with MicroPact, Inc. as the Systems Integrator (SI) for completion of the Year 1 Projects described in section B, Manner of Service Provision. The Contractor shall be responsible for all work performed under the Subcontract, and for ensuring completion of the Year 1 Projects prior to July 1, 2017. The Contractor shall submit its proposed Subcontract with MicroPact, Inc. to the OFR Contract Manager, and shall obtain written approval from OFR prior to execution. Modifications or amendments to the OFR-approved Subcontract must be approved by OFR prior to execution. For all other subcontracting, the Contractor shall adhere to the requirements of the SOW, section D.6, Subcontracting.

#### **7. Contractor Qualifications**

The Contractor shall have experience developing information technology systems as a systems integrator (SI), and experience providing ongoing and on-site system operations and maintenance services.

Remainder of page intentionally left blank.

## **B. MANNER OF SERVICE PROVISION**

### ***1. Project Management Structure***

For each Year 1 Project authorized under the Contract for Contract Year 1, and for other subsequent Major System Enhancement projects approved by OFR, the Contractor will perform the project management services and provide the Deliverables described herein. Changes to the specified Deliverables and project management services must be authorized by the OFR Contract Manager prior to the start of the project work. The sequence of project management tasks can be modified to accommodate new and innovative development and deployment approaches as well as traditional waterfall systems development methodology approaches. At a minimum, the Contractor's project management structure shall include:

1. Providing preliminary estimates of project work effort to the Business Users. These planning estimates assist OFR in prioritizing work necessary to achieve the objectives of particular changes in System functionality or technology;
2. Developing and adhering to an OFR-approved Project Management Plan and Integrated Master Schedule;
3. Following industry standard best practices (PMBOK) for project management, detailing at a minimum the methodology and approach to the projects;
4. Planning project work to ensure adherence to project schedules, delivery of functionality requested by the Business Users and outcomes required by OFR management and State authorities;
5. Effectively utilizing the Contract funds expended by OFR for efficient and productive project management services, and overall project work;
6. Developing information and documentation necessary to support OFR requirements for review and approval of project Deliverables;
7. Keeping the OFR Contract Manager, OFR management and other OFR Business Users informed with current information on project work, schedules, issues, outcomes, and recommendations.

#### ***1.1. Project Management Requirements***

The Contractor shall provide full-time project management services, through a dedicated, full-time, on-site Project Manager to manage all Year 1 Projects as specified in the Contract. In addition, the Contractor shall provide project management services, as needed and as requested by OFR, for any future Major System Enhancement projects. The Contractor's minimum project management services and responsibilities shall include the following:

1.1.1 Provide a full-time, on-site PMI-certified Project Management Professional (PMP®) to be OFR's single point of contact for Contract Year 1. The PMP®, or Project Manager shall have responsibility for the Contractor's adherence with Contract terms and conditions, and timely delivery of the Year 1 Projects prior to July 1, 2017. If requested by OFR and authorized through an amendment to the Contract, the Contractor shall provide a PMP® to oversee future Major System Enhancement projects and perform the project management services specified herein.

1.1.2 Provide project management services in accordance with best practices as established by the PMI's Project Management Body of Knowledge (PMBOK).

1.1.3 For the Year 1 Projects listed below, develop a Project Management Plan, and revise all components of the Project Management Plan, including project schedules, and all other project management materials, as authorized through the OFR-approved Change Management Plan. At a minimum, the components of the PMP are the Requirements Management Plan, Scope Management Plan, Cost Management Plan, Quality Management Plan, Risk Management Plan, Change Management Plan, Configuration Management Plan, Schedule Management Plan, Procurement Management Plan and Communications Management Plan.

1. Operations & Maintenance Transition Project (see SOW, section B-2)
2. DFI Migration Project (see SOW, section B-3)
3. Portal Replacement Project (see SOW, section B-4)

1.1.4 For the Year 1 Projects, develop a master project schedule as specified in the SOW, section B-5, Integrated Master Schedule and manage all projects in accordance with the Integrated Master Schedule to ensure completion before July 1, 2017.

1.1.5 Revise components of the OFR-approved Project Management Plan (PMP), Integrated Master Schedule and all other project management materials as authorized through the OFR-approved Change Management Plan. At a minimum, the components of the PMP are the Requirements Management Plan, Scope Management Plan, Cost Management Plan, Quality Management Plan, Risk Management Plan, Change Management Plan, Configuration Management Plan, Schedule Management Plan, Procurement Management Plan and Communications Management Plan.

1.1.6 Create a baseline for cost, schedule, and scope; and, manage against the baseline for each project applying PMBOK framework.

1.1.7 Manage issues, risks and communications in line with the OFR-approved Project Management Plan and Integrated Master Project Schedule.

1.1.8 Manage resources to ensure the Contractor's on-sight staff are able to meet the performance measures and service levels specified in the Contract.

1.1.9 Participate in weekly project status meetings with OFR staff, develop and submit draft weekly status reports and meeting minutes, and submit to the OFR Contract Manager, or designee within one Business Day following each weekly status meeting. The Contractor shall work with the OFR Contract Manager to establish the contents of the weekly status reports, and modify reporting or project status meeting frequency, as needed.

1.1.10 Participate in ad-hoc meetings with the OFR Contract Manager, OFR management, DFS DIS staff, or other Business Users as requested.

1.1.11 Request and/or facilitate additional ad-hoc System-related meetings as necessary to provide information to OFR, or to obtain information or direction as needed to fulfill the Contractor's responsibilities under the Contract.

1.1.12 Ensure all reports and documentation required under the Contract are submitted as specified to the OFR Contract Manager or other designee.

1.1.13 Act as an advisor to OFR in regard to key System-related decisions, and facilitate the research and resolution of System-related issues.

1.1.14 Act as a technical liaison for the REAL System with interface partners, including but not limited to National Multistate Licensing System (NMLS), Bank of America, FileNET, DFS DIS, FDIC, FDLE, DPP, CCDB, CODA, FFIEC, FDIC (Genesis), NCUA (ARIES), and other REAL System software vendor's technical staff.

1.1.15 Attend regular meetings with DFS DIS, as directed by the OFR Contract Manager to address System-related matters, or obtain information that may affect the System, and work with DFS DIS staff, as needed or requested by OFR, to assist with matters related to the virtual server, such as disaster recovery testing efforts.

1.1.16 Provide support/reporting to OFR during budget cycles and legislative sessions.

### 1.2. Software Release Life Cycle (SRLC)

Develop and utilize a standard Software Release Life Cycle (SRLC) that addresses, at a minimum:

- a) Promotion of the System software to the production environment (e.g. software release build numbering/version control);
- b) Data conversion to and population of the production System as required;
- c) Making the System available to Business Users in a testing and production capacity;
- d) Identifying the steps leading up to the software rollout as well as the strategy to rollback in case of major issues encountered during the rollout.

If a phased approach is leveraged, the Contractor shall show how the remaining sites/functionality will be implemented, and shall include: Administrator procedures, installation procedures, a rollback plan and rollout schedule, application installation scripts and a final acceptance report for each planned release in the approved Project Management Plan. The Contractor shall include this process as a part of the PMP Configuration Management Plan.

### 1.3. Project Management Plan Deliverables

Applying the PMBOK framework, the Contractor shall develop a final Project Management Plan, based on its draft Project Management Plan, or outline submitted in its ITN Response. The final Project Management Plan shall consist of the Deliverable documents listed in the table below for the Year 1 Projects.

The Contractor shall work with the OFR Contract Manager and other OFR Business Users during the project initiation and planning stage to develop and finalize the Project Management

Plan, and make updates as needed through the Change Management Plan. Additionally, the Contractor shall develop Deliverable Acceptance Criteria (DAC) for each Project Management Plan Deliverable with the OFR Contract Manager.

#	Project Management Plan Deliverables
1-1	Requirements Management Plan
1-2	Scope Management Plan
1-3	Cost Management Plan
1-4	Quality Management Plan
1-5	Risk Management Plan
1-6	Change Management Plan
1-7	Configuration Management Plan
1-8	Schedule Management Plan
1-9	Procurement Management Plan
1-10	Communications Management Plan

#### 1.4. Project Close

1.4.1 The due date for the completion of all Year 1 Projects is June 30, 2017. The Contractor shall manage the Year 1 Project activities in accordance with the Integrated Master Schedule specified in Section B-5. Upon completion of all Year 1 Projects, and OFR's written acceptance of all Year 1 System project Deliverables as specified in the Contract, OFR will provide the Contractor with written sign-off that the Year 1 Projects are completed in full, and the Future State System will enter into an ongoing operational mode (Operations and Maintenance Program).

1.4.2 Upon receipt of OFR's written sign-off that the Year 1 Projects are completed in full, the Contractor shall develop and submit to the OFR Contract Manager a Final Year 1 Projects Status Report with lessons learned and source files for each of the Year 1 Project Deliverables.

#### 1.5 Year 1 Project Payment Withhold

Continued operations and maintenance of the REAL System is critical to OFR. Because the current System operations and maintenance contract will expire on June 30, 2017, all Year 1 Projects outlined in the SOW, B-2, B-3, and B-4 must be completed by the Contractor and approved by OFR prior to July 1, 2017. Effective and efficient project management is critical to the timely completion of the Year 1 Projects.

OFR shall withhold 25% of the Total Year 1 Project Cost provided in **FORM 5, Price Response**, contingent upon:

- a) The Contractor's completion of all Year 1 System project Deliverables as specified by the Contract prior to July 1, 2017 as specified in the SOW section, 1.4.1 above; and
- b) Receipt of the Contractor's Final Year 1 Projects Status Report as specified in the SOW section, 1.4.2 above.

## **2. Operations and Maintenance Transition Project**

Prior to July 1, 2017, the Contractor shall provide the services described herein for the transition and continuation of REAL System operations and maintenance support.

### **2.1 Transition Responsibilities from Incumbent Contractor**

The incumbent REAL System operations and maintenance support services contract will end June 30, 2017. The Contract term will begin prior to the expiration of the incumbent contract to provide for a service transition period. During this transition period, the Contractor shall have access to the incumbent contractor's project manager and other on-site personnel to learn the current System functions, interfaces and processes, and understand the OFR business processes and services that are currently being provided by the System. No later than June 30, 2017, unless such date is extended by OFR, the Contractor shall be prepared to provide seamless, full operations and maintenance services for the Future State System. To ensure successful transition, the Contractor shall provide the following:

2.1.1 The Contractor shall develop and maintain a final REAL System Operations and Maintenance Transition Management Plan (2-1), based on the Contractor's Draft Transition Management Plan, submitted in its ITN Response. The REAL System Operations and Maintenance Transition Management Plan shall be provided to the OFR Contract Manager within thirty (30) days after Contract execution and shall include, at a minimum:

- a) The time, resources, expertise and level of effort needed from OFR and the incumbent contractor's personnel, and the reason for such resources;
- b) Identification of the Contractor's proposed transition personnel;
- c) Identification of key risks and the Contractor's risk mitigation strategies;
- d) Development of the exit criteria from this transition phase that will be used to demonstrate the Contractor is capable of continuing System operations and maintenance services at the level necessary to meet Contract service levels and the needs of the OFR;
- e) A schedule of transition activities, milestones and project task completion dates; and
- f) Clearly defined interdependencies between the Year 1 Projects described in the SOW, sections B-2, B-3, and B-4.

The Contractor shall adhere to the OFR-approved O&M Transition Management Plan and ensure effective and efficient use of time and resources to minimize the time needed for adequate transition services, while maximizing the knowledge transferred from the incumbent Contractor.

2.1.2 The Contractor shall develop a Knowledge Transfer Strategy (2-2) and Knowledge Transfer Schedule (2-3) prior to executing the work to transition the O&M support from the current Contractor to the future Contractor.

2.1.3 The Contractor shall develop Transition Exit Criteria (2-4) to be used to demonstrate and certify thorough knowledge transfer has been completed, and the Contractor is prepared to ensure smooth continuation of operations and maintenance support of the Future State System on July 1, 2017.



2.2 Operations and Maintenance Transition Solution

Effective July 1, 2017, and after completion of the Year 1 Projects, the REAL System will enter into an “O&M Program” mode, which shall be governed by an O&M Program Structure that is further defined in the SOW, section B-6, Operations and Maintenance Program Structure. Each of the Year 1 Projects is architected as a separate work stream to be completed prior to July 1, 2017, and directed toward establishing the O&M Program Structure (i.e. Years 2-5) described in the SOW, section B-6: Operations and Maintenance Program Structure, and in **ATTACHMENT C: Service Level Agreement**.

2.3 Operations and Maintenance Transition Roles and Responsibilities

Refer to **the SOW, section B-6: Operations and Maintenance Program Structure** for Contractor O&M Roles and Responsibilities.

The Contractor shall review existing System components (e.g., FileNET), and interfaces (e.g., NMLS) and work with OFR and the incumbent contractor to clearly understand and document related business processes, roles, and responsibilities. The Contractor’s thorough understanding of the existing System components and interfaces is critical to providing seamless and effective Operations and Maintenance Program services for the Future State System.

2.4 Operations and Maintenance Transition Deliverables

O&M Transition Project Deliverables are listed in the table below. Each of these Deliverables will be submitted to and approved by the OFR Contract Manager before the Contractor is paid for that portion of the project work. The suggested value of the Deliverable, relative to the entire cost of the project, is shown in the following table. Additionally, the Contractor shall develop Deliverable Acceptance Criteria (DAC) for each Deliverable with the OFR Contract Manager.

#	O&M Transition Project Deliverables
2-1	Accepted O&M Transition Management Plan
2-2	Accepted Knowledge Transfer Strategy to achieve O&M Transition Solution
2-3	Accepted Knowledge Transfer Schedule to achieve O&M Transition Timeline
2-4	Certify Knowledge Transfer is COMPLETE (Exit criteria demonstrated for REAL System O&M Transition Management Plan)

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**3. Division of Financial Institutions Migration Project**

During the initial analysis and development of the REAL System, OFR determined that the Division of Financial Institutions (DFI) processes and data would not be included in the System. OFR wishes to now migrate DFI business processes and data into the REAL System. DFI’s business model is to maintain the safety and security of Florida’s financial institutions, and DFI continues to utilize primarily manual business processes, along with separate systems, databases and spreadsheets to perform these critical functions. The primary goal of this project is to reduce DFI’s dependence on multiple systems and manual business processes and improve efficiency, while maintaining the high standard of safety and security of the State’s financial institutions.

**3.1. Division of Financial Institutions (DFI) Quick View**

This section provides an introduction to DFI, and a high-level summary of its processes and the types of data it receives, transfers and maintains. However, the Contractor shall work with DFI staff to thoroughly map its business processes, and identify the processes, functions and data that should be migrated to the System to ensure the above goals of improved efficiency and high security levels are achieved.

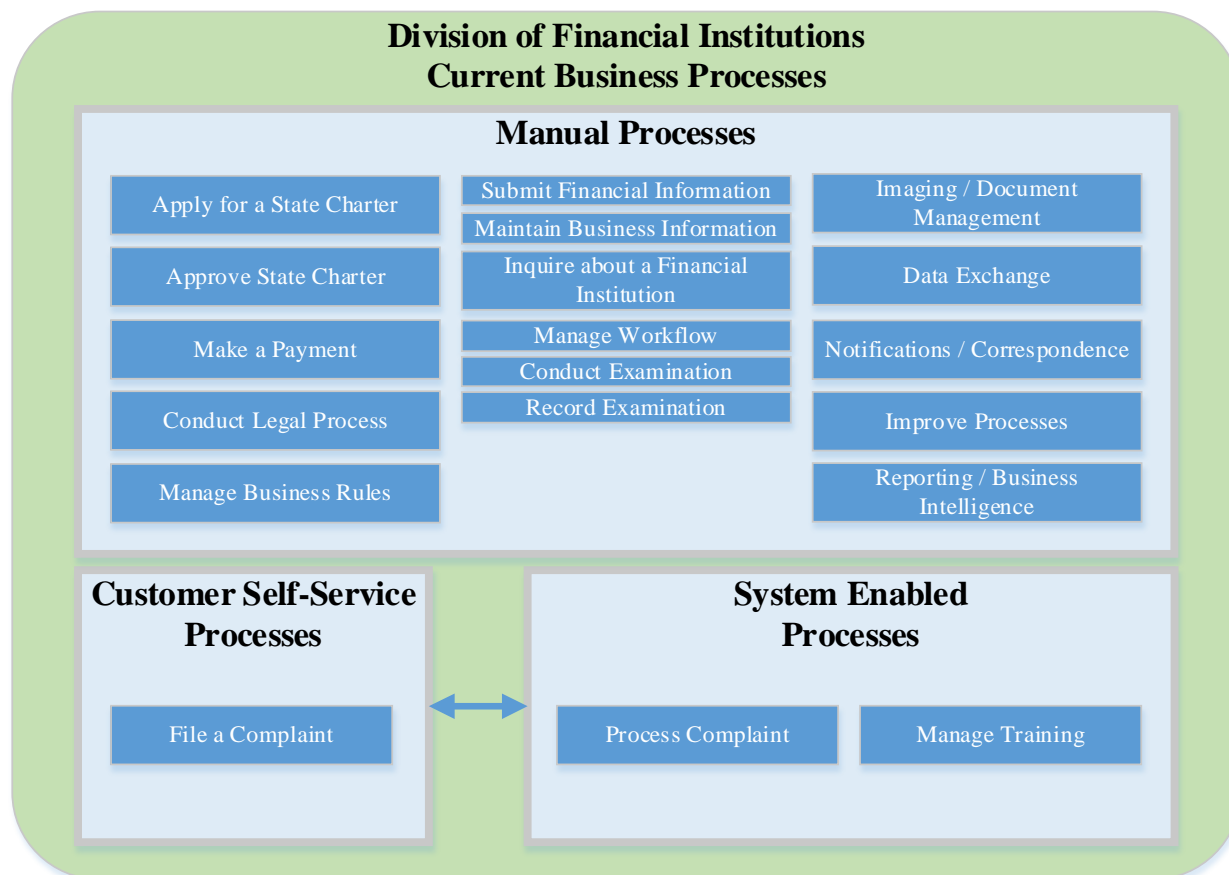
Through OFR, state-chartered financial institutions are licensed, examined, and regulated to ensure that private funds deposited in Florida’s state-chartered financial institutions are protected from potential loss due to failure or insolvency. These functions are housed under DFI which oversees the following:

**Division of Financial Institutions**

- Commercial Banks**
  - 115            \$55,771 in Assets (Millions)
- Credit Unions**
  - 72             \$33,252 in Assets (Millions)
- Internationals**
  - 24             \$13,595 in Assets (Millions)
- Trusts**
  - 13             \$108 in Assets (Millions)
- Totals**
  - 224            \$99,726 in Assets (Millions)
- 
- *\*As of June 30, 2015*

### 3.2. DFI's Challenge

DFI's dependence on manual business processes is presented in the graphic below:



The following are some of the processes that are critical to DFI's current service offerings and are conducted using manual mechanisms.

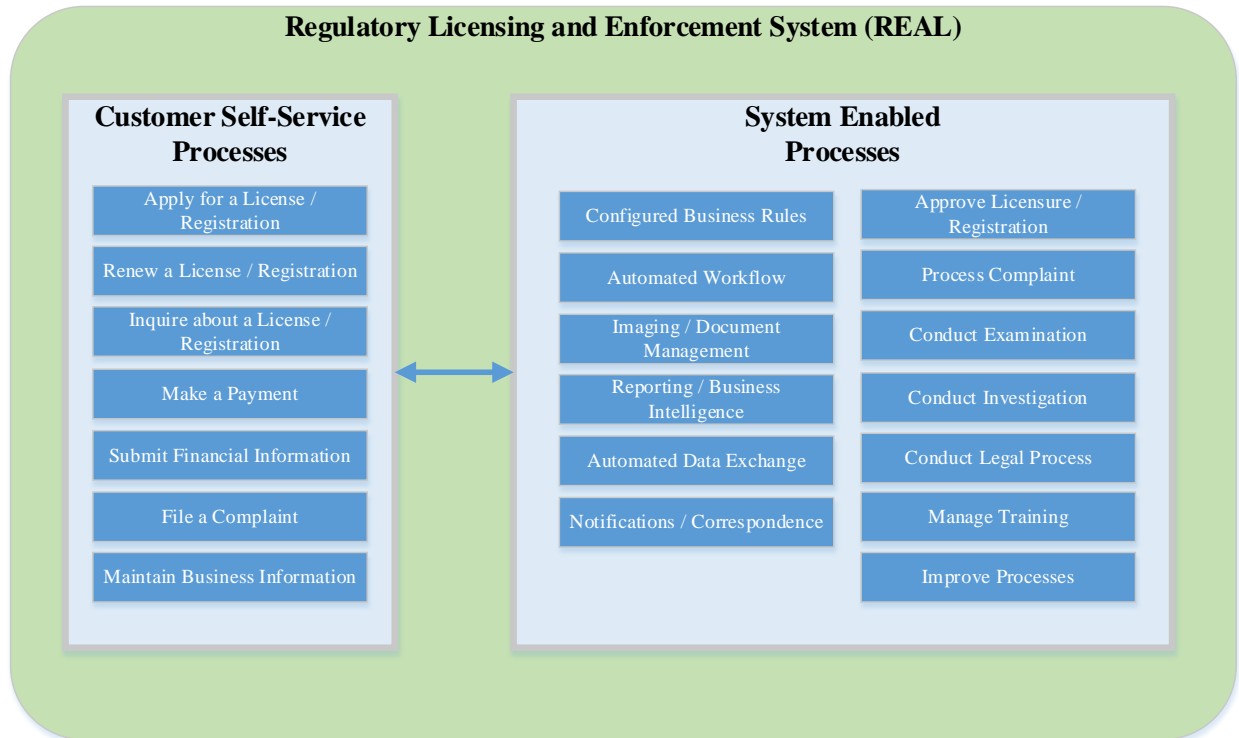
- Apply for a State Charter: Businesses seeking charter as a Florida financial institution contact the OFR for pre-application discussions, then the OFR works with potential financial institutions to complete required paperwork and application requirements. The information is manually entered into internal tracking systems.
- Approve State Charter: DFI manually reviews completed application forms and supporting documentation, and makes an approval decision based on federal and State requirements.
- Conduct Legal Process: Legal staff manually receives requests for review or legal action.
- Manage Business Rules: Federal and State requirements for regulating financial institutions are managed by professional staff based on experience and skill.

- e) **Make a Payment:** Due to the typically large amounts associated with application fees and fines, financial institutions submit a business check to DFI for processing. Payments are manually received and tracked.
- f) **Submit Financial Information:** OFR works directly with financial institutions by encrypted email for submission of required periodic financial statements and other information.
- g) **Maintain Business Information:** Changes associated with personnel or other business attributes of financial institutions are affected through direct customer interaction.
- h) **Inquire about a Financial Institution:** Citizens inquire about Florida-chartered financial institutions by contacting OFR directly via email, phone or fax. OFR assigns communication to staff for a response via email.
- i) **Manage Workflow:** The primary mechanism to effect work assignments within DFI is via email correspondence with staff.
- j) **Imaging / Document Management:** Formal correspondence is completed on a case-by-case basis with past correspondence stored on a secure network file share.
- k) **Data Exchange:** Data files are individually downloaded or copied from external partners for each chartered financial institution, then compared manually against DFI examination data using spreadsheets.
- l) **Notifications / Correspondence:** Formal correspondence is completed on a case-by-case basis with past correspondence stored on a secure network file share.
- m) **Improve Processes:** DFI supervisors apply professional judgment and experience to evaluate employee performance on a case-by-case basis.
- n) **Reporting / Business Intelligence:** Data is extracted from DFI and external data sources, then reports are generated individually on a case-by-case basis via spreadsheets.

**Remainder of page intentionally left blank.**

### 3.3. DFI's Solution

3.3.1 By migrating the DFI processes into the REAL System, the reliance on manual business processes is expected to decrease, creating more automated operations within DFI. The REAL System business process map for the other OFR Divisions currently utilizing the System is depicted below:



Additional information on the current System processes is provided in ITN EXHIBIT 1: REAL System Background and Technical Specifications, incorporated into the Contract by reference.

3.3.2 The Contractor shall work with DFI staff to map its "as is" processes and systems to identify and confirm via OFR approval, which processes and data would benefit from being migrated to the System. The Contractor shall work with OFR to ensure that migration efforts result in improved efficiencies for DFI, while ensuring a high level of security and safety of financial institutions data.

3.3.3 The Contractor shall migrate the OFR-confirmed DFI business processes and data into the REAL System, and ensure the following minimum tasks are completed:

1. The Contactor shall prioritize all DFI business processes and data to be configured into the REAL System (business process mapping through Deliverable 3-3: Detailed System Configuration).
2. The Contractor shall work with MicroPact, Inc. to configure the identified DFI business processes and data into the REAL System (including database and portal functionality).

3. The Contractor shall work with MicroPact, Inc. and OFR Business Users and O&M Team Members to develop test cases and perform user acceptance testing (UAT) for the new DFI System functionality.
4. In addition to other databases and spreadsheets, the Contractor shall ensure MicroPact, Inc. converts data from DFI's Financial Information Tracking Objective (FITO) into the REAL System [approximately 30 data tables with 5,000 records total].
5. The Contractor shall ensure DFI notifications and correspondence are developed using the REAL tools provided by OFR.
6. The Contractor shall ensure DFI reports are developed using REAL tools provided by OFR.
7. As deemed necessary and as directed by the OFR Contract Manager or designee, the Contractor shall work with DFI to define tiered Business User access roles or ensure other measures are in place within the System to limit access to certain DFI documents and data by identified DFI Business Users only.

#### 3.4 DFI Business User Training

The Contractor shall work with the OFR Contract Manager to coordinate and deliver training to OFR management and DFI Business Users on the functions of the System pertinent to DFI-specific business processes and needs. The Contractor shall work with the OFR Contract Manager to develop training methods, documentation and other training materials. OFR reserves the right to request modifications to training methods or materials developed by the Contractor. Training materials developed by the Contractor shall be made available for future Business Users. The Contractor shall assist in updating the training materials, as needed, to ensure up-to-date training documentation is available to OFR's new Business Users.

#### 3.5 DFI Migration Project Deliverables

DFI Migration Project Deliverables are listed in the table below. Each of these Deliverables will be submitted to and approved by the OFR Contract Manager before the Contractor is paid for that portion of the work. The suggested value of the Deliverable, relative to the entire cost of the DFI Migration Project, is shown in the following table. Additionally, the Contractor shall develop Deliverable Acceptance Criteria (DAC) for each Deliverable with the OFR Contract Manager.

#	DFI Migration Project Deliverables
3-1	Accepted Requirements Confirmation (see SOW, section 3.3: Business Process Mapping)
3-2	Accepted Requirements Traceability Matrix
3-3	Accepted Detailed System Configuration (see SOW, section 3.3: Business Process Mapping)
3-4	Accepted Test Cases
3-5	Executed User Acceptance Testing per the DAC
3-6	Acceptance by OFR that Training Documentation has been created, and DFI Business Users have been trained to use the system for their DFI-specific processes and needs.

## 4. Portal Replacement Project

### 4.1. Online Services Portal Overview

The REAL System's existing online services web portal (Online Services Portal) is a custom developed solution which provides self-service processing to the general public and licensees. Integration between the existing custom online portal and OFR's back office product, Versa:Regulation, allows for seamless integration of customer self-service functions.

Integration is currently achieved through web services calls to application programming interface (API) exposed by the Versa:Regulation system.

OFR must address emerging risks related to the Online Services Portal's aging software architecture in order to continue to meet expectations of the hundreds of thousands of businesses and individuals working with the OFR every year.

Additional information on the current System architecture and processes is provided in ITN EXHIBIT 1: REAL System Background and Technical Specifications, incorporated into the Contract by reference

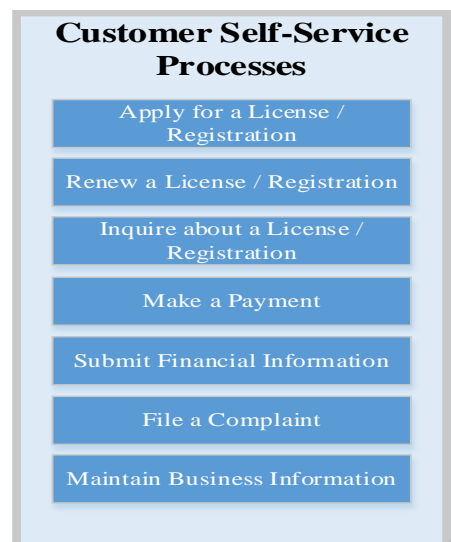
### 4.2. Online Services Portal Challenge

The custom Online Services Portal system is built on Microsoft .NET 2.0 C# architecture and is no longer supported. The Online Services Portal uses an Oracle 10g database strictly for user and application management. Some custom code has been applied to address key needs such as security protection and support. The business need is to sunset the Online Services Portal and replace it with Versa:Online, the Commercial-Off-the-Shelf (COTS) software solution owned and licensed by MicroPact, Inc.

### 4.3. Core Online Services Portal Processes

The figure below illustrates the existing key processes that are accomplished via the custom Online Services Portal for OFR's Division of Consumer Finance, Division of Securities and Bureau of Financial Investigations. Once the Portal Replacement Project is completed, DFI will also be able to utilize customer self-service processes through the new Versa:Online Services Portal.

1. **Apply for a License / Registration:** Individuals and businesses seeking licensure or registration with OFR utilize the REAL Online Services Portal to complete their application, fill out required forms, and upload needed documentation which is then routed to the appropriate OFR worker queue for review and approval.
2. **Renew a License / Registration:** Renewals for licensure or registration are completed via the Online Services Portal with renewal requirements determined by pre-configured business rules.



3. **Inquire about a License / Registration:** Citizens and businesses in Florida can access information on licensed and registered businesses 24x7 via the Online Services Portal without the need to engage OFR staff.
4. **Make a Payment:** Payments are completed via self-service based on pre-configured rules to determine required payment amounts.
5. **Submit Financial Information:** Periodically required submission of financial and other business information can be completed by the licensee or registrant.
6. **File a Complaint:** Citizens access the Online Services Portal to submit complaints to the OFR for processing. Validation is applied before a complaint may be submitted so that OFR staff have the required information for timely responses.
7. **Maintain Business Information:** Licensed or registered individuals and businesses maintain their own information where appropriate via the Online Services Portal without the need to engage OFR staff via manual channels.

#### 4.4. Online Services Portal Replacement Solution

The REAL System was developed using Versa:Regulation, a configurable, COTS database software product owned and licensed by MicroPact, Inc. As part of MicroPact's software suite, an additional COTS software product called Versa:Online is available as a configurable Online Services Portal for licensing and regulatory agencies. Versa:Online provides citizens with easy access to the public information and license holder services through a direct online interface to Versa:Regulation. OFR wishes to replace its custom Online Services Portal with the Versa:Online COTS solution, as it works seamlessly with the existing Versa:Regulation product on which the existing System is built.

While the majority of data submitted online is kept in the existing Versa:Regulation database, there is a need to migrate other data that is kept exclusively on a separate database managed by the current OFR's existing Online Services Portal. This includes current user login credentials and filing history. The Contractor shall subcontract and work with MicroPact, Inc. to fully assess the Online Services Portal data migration effort.

The Contractor shall conduct requirement workshops with OFR Business Users, as necessary, to gather, review and confirm their understanding of the requirements. At the conclusion of the requirement workshops, the Contractor shall submit, in writing, a confirmation of its understanding of the requirements.

##### *4.4.1. Remediate Functional Gaps*

OFR has determined that its Online Services Portal requirements can be supported by the Versa:Online COTS software solution. However there are existing custom Online Services Portal features that are not part of existing Versa:Online COTS product specifications, and the Contractor shall ensure, through its Subcontract with MicroPact, Inc., that these features are configured into the Versa:Online COTS software. At a minimum, these features include:

1. Officer Owner Screen with % Ownership, Addresses, etc.
2. Special Print License Function in Manage License.



3. Audit of Printed Licenses by User and Timestamp, and IP addresses.
4. Upload Notification with Confirmation Code for Customer Follow up and Audit/Tracking.
5. Standardized Name for Filing.
6. Payment Provider integration. This payment provider provides online payment functions for the self-service channel. The Online Portal uses the provider's common gateway to request credit card validation and processing.
7. Add Final Order details on Public License Search.
8. File Complaint – custom. Citizens access the Online Services Portal to submit complaints to the OFR for processing.
9. Quarterly Report Screen.
10. Annual Report Screen.
11. Withdraw of Filing. Citizens access the Online Services Portal to withdraw submitted filings to the OFR.
12. Handling of filing in process including an Audit Trail of who and when information is touched.
13. Implement Promulgated form (up to 28 forms). Current promulgated forms in PDF format and related configuration effort and associated re-engineering to collect missing data elements printed on those forms not currently stored in Versa:Regulation.
14. Portal Inquiry on Filing History.
15. Large money transmitters to manage large lists of relationships online.

**NOTE: The Contractor shall work with OFR DFI stakeholders to confirm the requirements and validate gaps between current DFI capabilities and expected portal functionality.**

#### *4.4.2. DFI Portal Functionality*

The Contractor shall ensure the following minimum DFI processes and functions are automated through use of the Versa:Online Services Portal. The Contractor shall work with DFI staff to identify additional DFI processes and functions that may be improved through incorporation into the Versa:Online Services Portal, and shall ensure their integration.

1. **Inquire about a Financial Institution:** Citizens will be able to receive appropriate information on Florida chartered financial institutions 24x7 via the Online Services Portal, reducing the manual effort of responding to inquiries received directly by DFI employees.
2. **Maintain Business Information:** Information appropriate to be modified by authorized users will be made available securely via the Versa:Online Services Portal, improving the timeliness of customer service.
3. **Submit Financial Information:** Periodically required financial statements and other supporting documents will be uploaded directly by financial institutions and be automatically routed to appropriate DFI employees for processing.
4. **File a Complaint:** Citizens will continue to access the Versa:Online Services Portal to submit complaints to DFI for processing. Validation will be applied before a complaint may be submitted so that DFI employees have the required information for timely responses.

5. **Security and Confidentiality:** the Versa:Online Services Portal shall achieve high security requirements and confidentiality standards as determined by the OFR and DFS DIS team.

4.5. Business User Portal Training

The Contractor shall work with the OFR Contract Manager to coordinate and deliver training to OFR management and Business Users on the new Versa:Online Services Portal. The Contractor shall work with the OFR Contract Manager to develop training methods, documentation and other training materials. OFR reserves the right to request modifications to training methods or materials developed by the Contractor. Training materials developed by the Contractor shall be made available for future Business Users. The Contractor shall assist in updating the training materials, as needed, to ensure up-to-date training documentation is available to OFR's new Business Users.

4.6. Portal Replacement Project Deliverables

The Portal Replacement Project Deliverables outlined in this section and listed in the table below should be created leveraging the Contractor's proposed software development methodology (e.g., Software Development Life Cycle). Each of the below listed Deliverables shall be submitted to and approved by the OFR Contract Manager before the Contractor is paid for that portion of the work. The suggested value of the Deliverable, relative to the entire cost of the Portal Replacement Project is shown in the table below. Additionally, the Contractor shall develop Deliverable Acceptance Criteria (DAC) for each Deliverable with the OFR Contract Manager.

#	Portal Replacement Project Deliverables
4-1	Accepted Requirements Confirmation
4-2	Accepted Requirements Traceability Matrix
4-3	Accepted Detailed System Configuration
4-4	Accepted Versa:Online Services Portal Functional Design Document
4-5	Accepted Versa:Online Services Portal Technical Design Document
4-6	Accepted Versa:Online Services Portal Development Test Cases
4-7	Acceptance by OFR that the Versa:Online Services Portal has Completed User Acceptance Testing
4-8	Acceptance by OFR that Versa:Online Services Portal Training Documentation has been created, and Users have been trained
4-9	Acceptance by OFR that the Versa:Online Services Portal has been deployed as a Production System

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## **5. Integrated Master Schedule**

The Contractor must complete all tasks and Deliverables related to the projects specified in the SOW, sections B-2, B-3 and B-4 prior to July 1, 2017. Applying the scope of work and Deliverable requirements outlined in sections B-2, B-3, and B-4, the Contractor shall develop and provide to the OFR Contract Manager an Integrated Master Schedule outlining all key project phases, tasks and Deliverables to be achieved in Year 1 of the Contract. The Integrated Master Schedule shall extend through the first ninety (90) days of the Operations and Maintenance Program phase to allow for demonstration of Future State System stability, as further detailed in section 6.1 below. The Integrated Master Schedule shall be submitted to OFR within 30 (thirty) days of Contract execution. The Integrated Project Schedule shall follow basic PMBOK principles and include clearly outlined interdependencies between the individual Project Schedules specified in sections B-2, B-3 and B-4. The Contractor shall update the Integrated Master Schedule with the OFR Contract Manager as needed to ensure it remains current.

## **6. Operations and Maintenance Program Structure**

Upon the Contractor's completion and OFR's acceptance of all Deliverables and tasks related to the Year 1 Projects detailed in the SOW, sections B-2, B-3 and B-4, the OFR Contract Manager will provide written sign-off that the Year 1 Projects are completed in full and the Future State System will enter into an ongoing operational mode (Operations and Maintenance Program). The major components of the Operations and Maintenance Program services are provided in the following sections.

### **6.1. Warranty Period**

During the first six (6) months of the Operations and Maintenance Program, the Contractor shall provide a Warranty Period, in which any component failure of the Future State System solution that requires new or modified source code shall be covered by the Contractor at no additional cost to OFR. During the first ninety (90) days of the Warranty Period, the Contractor shall demonstrate the stability of the Future State System and retain its Project Manager and other Year 1 Project staffing levels to stabilize the Future State System architecture, as needed.

### **6.2. System Operations**

Effective, July 1, 2017, the Contractor shall be responsible for all ongoing operations support of the Future State System (REAL System), including maintaining its day-to-day functions and components, including but not limited to the Versa:Online Services Portal, interfaces, batches, data, applications, reports, and correspondence. At a minimum, the following Operations and Maintenance Program services shall be provided by the Contractor:

- 6.2.1 Provide 24/7/365 support for the REAL System, such as resolving outages, restarting processes that become frozen or are aborted, resolving data issues, and other support functions as necessary to meet service level requirements of the Contract.
- 6.2.2 Monitor, assign and work to resolve issues reported through OFR's issue tracking system, and ensure assignment to a Contractor staff for resolution based on priority and severity.

- 6.2.3 Provide troubleshooting support and lead the research and resolution of REAL System operations and maintenance issues to meet service level requirements specified in **ATTACHMENT C, Service Level Agreement.**
- 6.2.4 Provide System software configuration support and maintenance. The Contractor will utilize an integrated source code review, management, promotion, testing, configuration, software packaging, documentation, and delivery process to be applied to all REAL source code changes (e.g. OpenCVS, Vault, Visual Source Safe, etc.).
- 6.2.5 Monitor and manage batch performance and interfaces on a daily basis.
- 6.2.6 Manage and maintain REAL databases.
- 6.2.7 Act as a liaison on behalf of the OFR to resolve any security and access control issues and to resolve software issues (fixes) in accordance with the licensing agreements in place between OFR and the associated software vendor(s).
- 6.2.8 Create an operational checklist demonstrating daily, weekly, monthly, quarterly, and annual tasks that need to be completed in order to operate and maintain the REAL System.
- 6.2.9 Provide application performance monitoring and capacity planning.
- 6.2.10 Work with DFS DIS to test the disaster recovery and business continuity process as part of its server maintenance efforts.
- 6.2.11 Conduct routine software maintenance (See SOW, section B-1.2 Software Release Life Cycle), and apply Commercial-off-the-Shelf (COTS) vendor-approved software upgrades/releases/builds/patches as needed to maintain current software versions and acceptable performance of the REAL application.
- 6.2.12 Maintain asset inventory of software items (including licenses) related to the REAL application.

### 6.3. REAL System Maintenance

The Contractor shall maintain the REAL System through identification of application-related issues, working with OFR to prioritize software releases and fixes, managing the software development life cycle of the release; and, creating and maintaining appropriate documentation.

The Contractor shall provide routine maintenance upgrades to the System software supporting the REAL application including but not limited to the database, network software, user interface or presentation layer, etc. while sustaining the underlying System software current with COTS software vendor releases. Approval for being more than one release behind the current release of a software product requires the authorization of the OFR Contract Manager. At a minimum, the Contractor shall perform the following services:

- 6.3.1 Monitor software license requirements and availability for the Business Users and keep licenses up to date for all authorized Business Users.
- 6.3.2 Keep the REAL System tuned to perform at optimal levels and in keeping with the service levels specified in **ATTACHMENT C, Service Level Agreement.**
- 6.3.3 Monitor OFR's issue tracking system to ensure timely identification, assignment and resolution of reported system issues that impact business operations.

- 6.3.4 Facilitate resolution of REAL System issues including, but not limited to, production application issues, security and logging issues, batch failures, batch performance issues, interface data transmission and connectivity issues, report/data warehouse architecture and report generation issues etc.
- 6.3.5 Obtain approval from OFR on the content of REAL System software releases that target resolution of production and other issues before development work begins. A release is considered complete when agreed-to incidents and other elements included in the release successfully pass the OFR's User Acceptance Testing (UAT).
- 6.3.6 Submit an initial recommendation for release content to OFR five (5) weeks prior to the scheduled production implementation date, or as otherwise agreed-to by the OFR Contract Manager.
- 6.3.7 Based on the OFR-approved release content, the Contractor shall identify and report to the OFR target functional areas that require regression testing. This information will be used to plan the OFR's UAT process, but shall not determine the extent of the OFR's UAT.
- 6.3.8 Conduct appropriate review meetings such as architect and design reviews of REAL System changes including solutions analysis, screen and database design, impact assessments, time estimating, quality assurance, and security compliance.
- 6.3.9 Coordinate code modifications with the REAL System COTS software support vendor(s).
- 6.3.10 Manage unit, system and regression testing utilizing a defined Software Release Life Cycle.
- 6.3.11 Coordinate UAT with OFR O&M Team members and Business Users.
- 6.3.12 Manage migration of code and deployments of REAL System components in development, test, training, performance and production environments as defined by the OFR.
- 6.3.13 Update REAL System documentation or create new documentation if required to document all modifications to the System as a result of resolutions. Document actions taken to resolve issues, and enter all related details and outcomes in OFR's issue tracking tool.
- 6.3.14 Execute performance testing on each software release. Exceptions shall be approved by the OFR Contract Manager.
- 6.3.15 Manage the process of emergency releases to production environment for resolution of critical production issues.
- 6.3.16 Support data fix processes that include identifying the issue, functional and technical impacts, coding and testing, coordination of UAT, obtaining appropriate approvals and applying the fix in production.
- 6.3.17 Identify and coordinate dependent REAL System interface issues and work with peer application support teams to resolve. (System interfaces are subject to change, but are listed in section A-1.1.14, and in ITN EXHIBIT 1, REAL System Background and Technical Architecture, incorporated into the Contract by reference.)
- 6.3.18 Develop information and documentation necessary to support mandatory State requirements for yearly reporting and approval of costs.

- 6.3.19 Support potential significant OFR reorganization efforts such as changes to a more centralized vs. regional/county organization (such as shifts in roles, etc.).
- 6.3.20 Comply with the Warranty Period requirements specified in Section 6.1 above. The Warranty Period shall address broken functionality or defunct code during the first 6 months of the Operations and Maintenance Program after completion of the Year 1 Projects.

#### 6.4. System Enhancements

Making enhancements to the REAL application will be an ongoing responsibility of the Contractor for the duration of the Contract. Once the Year 1 Projects are completed, the Contractor shall have an estimated 50% capacity to facilitate user-initiated configuration enhancements to the REAL System. OFR is seeking to sustain sufficient levels of staff to conduct REAL System operations, maintenance, and configuration enhancements.

A Major System Enhancement is defined as an enhancement with major complexity and duration of 80 total hours or more that requires additional Contractor resources in order to ensure continued adherence with Contract performance standards and service levels. Major System Enhancement services shall be coordinated, approved in advance and prioritized with the OFR Contract Manager prior to commencement of work. The Contractor shall use appropriate Project Management oversight for Major System Enhancement projects, as deemed necessary by the OFR Contract Manager. Additional Contractor staff resources needed to complete a Major System Enhancement must be approved by the OFR Contract Manager in advance and shall be assigned to the Contract only through a formal Contract Amendment, executed by the Parties, as further detailed in the SOW, section 6.6 below.

#### 6.5. On-site Staffing Requirements

The Contractor shall provide and maintain a sufficient number of full-time, onsite staff with the skills and expertise to perform the work and meet the service levels specified in **ATTACHMENT C, Service Level Agreement**. The Contractor's on-site staff/team shall include a full-time, onsite Software Team Lead to coordinate activities and manage resources accordingly. The Software Team Lead will manage the work assignments, resources, schedules, work efforts and responsibilities for all tasks and keep the OFR Contract Manager abreast of REAL System issues, and the status of assigned tasks and activities.

- 6.5.1 The Contractor shall adhere to the background screening requirements specified in section D-4, SPECIAL PROVISIONS.
- 6.5.2 The Contractor's staff shall conduct all aspects of Contract work in a timely, efficient, productive, consistent, courteous, and professional manner as representatives of the State. The Contractor shall recruit highly qualified staff to provide all assigned work under the Contract.
- 6.5.3 In the event OFR determines the Contractor's staff or staffing levels are not sufficient to properly complete the services specified in the Contract, it shall advise the Contractor in

writing. The Contractor shall have thirty (30) days to remedy the identified staffing deficiency(ies).

- 6.5.4 The Contractor shall make its on-site staff available to meet with OFR management and/or Business Users either on a schedule, or as requested by OFR to review documentation or discuss Contract or REAL System issues.
- 6.5.5 The Contractor shall notify the OFR Contract Manager in writing of any on-site or Project Manager staff resignations, dismissals, or personnel changes within one (1) Business Day of the occurrence or upon being made aware of the upcoming vacancy.
- 6.5.6 The Contractor's on-site staff work hours shall be between the hours of 8:00 a.m. to 5:00 p.m., Eastern Time, Monday through Friday, excluding State-observed holidays. Modifications to these work hours for the Contractor's on-site staff may be modified if approved by the OFR Contract Manager.
- 6.5.7 The Contractor shall manage its on-site staffing resources based on REAL System operations, maintenance and enhancement needs and mutual agreement with OFR.
- 6.5.8 The Contractor shall not knowingly recruit for employment, on a full or part-time basis, any personnel who are in the employment of the OFR, without prior written approval of the OFR.
- 6.5.9 Assignment of the Contractor's OFR-approved onsite staffing levels to operate, maintain and enhance the REAL System shall be continuous through the term of the Contract, unless otherwise approved by OFR through a Contract amendment.
- 6.5.10 The Contractor may not substitute OFR-approved onsite personnel without the OFR Contract Manager's prior written consent. OFR will not unreasonably withhold consent.
- 6.5.11 The Contractor shall make every effort to minimize turnover of its assigned on-site staff to ensure continuity of OFR-approved Contract resources.

#### 6.6. Additional Staffing Requirements

When deemed necessary for the Contractor's completion of an OFR-requested Major System Enhancement project, the Contractor shall request approval from the OFR Contract Manager to assign additional staff resources (e.g., dedicated Project Manager, an additional UAT resource, etc.). The Contractor shall provide a written justification for the additional resources, along with estimates of the additional expertise and service hours needed to complete the Major System Enhancement project. Additional staffing may only be assigned to the Contract via a formal Contract amendment, executed by the Parties, and shall be provided at a fixed cost, and in accordance with the Contractor's hourly Rate Card costs provided in **Form 5, Price Response**.

6.7. O&M Program Deliverables and Reporting

Once the Contractor completes the Year 1 Project Deliverables, the Contractor will begin providing ongoing, monthly Operations and Maintenance Program services as described herein. To document services provided, and adherence to Contracted service levels, the Contractor shall submit Monthly Operations and Maintenance Program Reports to the OFR Contract Manager. The Monthly Operations and Maintenance Program Reports shall be submitted by the fifth (5<sup>th</sup>) Business Day of each month following the service month, unless an extension is agreed to in writing by the OFR Contract Manager. At a minimum, the Monthly Operations and Maintenance Program Report shall document Contract services provided during the prior month, and adherence to service levels and performance standards as specified in the Contract. The contents of the report shall be finalized with the OFR Contract Manager within the first thirty (30) days of the Operations and Maintenance Program period, and may be updated as agreed to by the Parties in writing.

The Contractor's Contract Manager, Software Team Lead, or other designated Contract lead shall meet with the OFR Contract Manager each month to discuss the report prior to OFR-approval. Payment of the Contractor's monthly invoice for ongoing Operations and Maintenance Program services is contingent upon OFR review and approval of the Monthly Operations and Maintenance Program Report.

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## C. METHOD OF PAYMENT

### 1. *Payment Clauses*

1.1 The Contract is a fixed price, unit cost Contract, based on Contractor completion and OFR approval of specified Deliverables. OFR will pay the Contractor in arrears for Deliverables completed in accordance with the terms of the Contract. The Contractor will invoice upon completion and OFR approval of Deliverables as specified in **Form 5, Price Response**.

1.2 The Contractor shall treat each of the Year 1 Projects specified in the SOW, section B, MANNER OF SERVICES PROVISION as one fixed price commitment, but may invoice for a percentage of the project cost upon completion and OFR approval of project Deliverables. Upon completion and OFR approval of Year 1 Project Deliverables, the Contractor shall invoice the OFR according to the project Deliverable percentages specified in **FORM 5, Price Response**.

1.3 As specified in the SOW, section B-1.5: Year 1 Project Payment Withhold, OFR shall withhold 25% of the Total Year 1 Project Cost specified in **FORM 5, Price Response**. The total amount of each invoice submitted by the Contractor for completed Year 1 Project Deliverables shall be reduced by 25%. OFR's payment of the remaining 25% of the Total Year 1 Project Cost shall be contingent upon the Contractor's completion, and OFR approval of all Year 1 Project Deliverables as specified in the Contract prior to July 1, 2017, and the Contractor's submission of the Final Year 1 Projects Status Report. The Contractor shall invoice separately for the remaining 25% of the Total Year 1 Project Cost. Payment of the Contractor's invoice for the remaining 25% of the Total Year 1 Project Cost will not be unreasonably withheld or delayed by OFR.

1.4 For the ongoing Operations and Maintenance Program services, the Contractor shall invoice monthly for the ongoing operations, maintenance and enhancement services provided the previous month. OFR payment for ongoing Operations and Maintenance Program services shall be contingent upon receipt and approval of the Contractor's Monthly Operations and Maintenance Program Report as specified in the SOW, section B-6.7: O&M Program Deliverables and Reporting.

1.5 Costs for future services provided by the Contractor to complete Major System Enhancements shall be fixed price commitments, based on estimated hours, numbers and levels of resource expertise, and the hourly rates provided in the Other Prices section of **Form 5, Price Response**. Such costs and payment terms shall be incorporated into the terms of the Contract through a formal Contract amendment, agreed-to and executed by the Parties as specified in the SOW, section B-6.6: Additional Staffing Requirements.

### 2. *Invoice Submission Requirements*

2.1 The Contractor shall submit all invoices and supporting documentation to the OFR Contract Manager following completion and OFR approval of each Deliverable. Each invoice shall include the following information:

- OFR Contract number;
- The date(s) on which the services were rendered;

- A description of the completed Deliverable(s);
- The Contractor's payment remittance address; and
- Supporting documentation as requested by the OFR Contract Manager.

2.2 All invoices must have sufficient supporting documentation to demonstrate completion of services rendered, and to allow for a proper audit of the billed services.

### ***3. Reimbursement of Travel and Other Expenses***

This is a fixed priced Contract with invoicing after the approval of specified Deliverables, and no separate expenses or travel costs incurred by the Contractor will be paid by OFR or reimbursed to the Contractor without prior, express, written approval from the OFR Contract Manager.

### ***4. Payment Contingent Upon Performance Bond***

No Contract payment will be made to the Contractor until a current performance bond, as required in the SOW, section D-1, Performance Bond Requirement, is in place, received and approved by the OFR Contract Manager in writing.

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## **D. SPECIAL PROVISIONS**

### ***1. Performance Bond Requirement***

The Contractor must submit an annual performance bond in the amount of 20 percent (20%) of the total Contract value for the upcoming State Fiscal Year. The Contractor shall submit the initial performance bond to the OFR Contract Manager within thirty (30) days after execution of the Contract, or prior to commencement of any work performed under the Contract. The Contractor shall submit renewed, annual performance bonds as specified herein to the OFR Contract Manager prior to the expiration date of the current bond. In lieu of annual performance bonds, and if approved by the OFR Contract Manager in writing, the Contractor may submit one performance bond in the amount of 20 percent (20%) of the total Contract value, which shall remain in effect for the full term of the Contract. No Contract payment will be made to the Contractor until the performance bond is in place and approved by the OFR Contract Manager in writing. OFR shall be named as the beneficiary of the Contractor's bond, and the cost of the bond shall be borne by the Contractor.

If the Contractor terminates the Contract prior to the end of the Contract period, an assessment against the bond will be made by the State to cover the costs of issuing a new solicitation and selecting a successor contractor. The Contractor agrees that OFR's damages in the event of termination by the Contractor shall be considered for the full amount of the bond. OFR need not prove the damage amount in exercising its right of recourse against the bond.

### ***2. Contractor Performance Monitoring***

The Contractor shall notify the OFR Contract Manager upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any Contract services. The Contractor shall use reasonable efforts to avoid or minimize any delays in performance and shall inform OFR of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time.

The OFR Contract Manager will ensure regular monitoring of the Contractor's performance in accordance with the requirements of the Contract, and may determine the need for and level of financial or non-financial consequence based upon an evaluation of the severity of a deficiency. Failure by the Contractor to meet the established minimum performance standards may result in OFR, at its sole discretion, finding the Contractor to be out of Contract compliance, and all remedies specified in the Contract and under law, shall become available to OFR.

OFR reserves the right to impose remedies (e.g. service level credits or financial consequences) upon the Contractor for failure to comply with the performance standards set forth in this Contract and in **ATTACHMENT C, Service Level Agreement**. OFR reserves the right to modify such performance standards or service levels as agreed to by the Parties via formal Contract amendment.

### ***3. Effect of OFR's Failure to Perform OFR Obligations on a Timely Basis***

Delay or failure by the OFR to fulfill its responsibilities, such that the Contractor is prevented from performing in accordance with the Contract, may result in deviations from previously

agreed upon work schedules. Should the Contractor determine that a delay exists, or is probable due to failure of the OFR; the Contractor shall notify the OFR in writing immediately. Communications shall be addressed to the OFR's Contract Manager.

#### **4. Background Screening and Non-Disclosure Agreement**

4.1 The Contractor shall ensure that its staff, including subcontracted staff, that will have any access to the Department's or OFR's systems, data and other information deemed confidential by the Department and OFR must complete a Level 2 background screening in accordance with section 435.04, Florida Statutes prior to performing work under the Contract. The Contractor is responsible for payment of any fees or charges related to the background checks. The Contractor shall provide the results of the background checks to the OFR Contract manager prior to authorizing its staff to begin work under the Contract. OFR reserves the right to reject the Contractor's proposed staff based on background check results.

4.2 The Contractor and Subcontractor staff described in the SOW, section 4.1 must also sign and submit a Non-Disclosure Agreement to the OFR Contract Manager prior to performing work under the Contract. The form of the Non-Disclosure Agreement is provided in ITN Exhibit 4 – Non-Disclosure Agreement.

#### **5. Development of Materials**

All materials developed under this Contract shall be developed solely for OFR in connection with performance of the services. .

The Contractor shall warrant that the services it provides under the Contract shall be performed diligently in a skillful and workmanlike manner and the services and Deliverables it provides shall comply with any specifications and standards provided by OFR at the time a work assignment is made. OFR may make inspections to determine that the services are properly performed and test the interim work products. Such inspections and tests may be held at any reasonable time and the Contractor shall give assistance in carrying out such inspections and tests.

Each Deliverable that is produced by the Contractor under the Contract shall be reviewed and/or tested by OFR and shall require formal approval from the OFR Contract Manager prior to acceptance. The primary focus of OFR's review will be to determine compliance with the Contract and to review the content of the Deliverable(s) for compliance with OFR's requirements. All Deliverables shall be provided to the OFR's Contract Manager or designee.

The Contractor shall identify and submit in writing details regarding plans for the inclusion of open source and/or proprietary technologies to be integrated or utilized as components of the REAL solution and shall seek approval by the OFR's Contract Manager before integration or usage.

#### **6. Subcontracting**

With the exception of the subcontract with MicroPact, Inc., as required by OFR under the Contract, the Contractor shall not enter into any subcontract for services to be provided under the Contract without the express written, prior consent of the OFR Contract Manager. The

Contractor shall maintain full responsibility for all work performed by its subcontractor(s) under the Contract. No subcontract that the Contractor enters into with respect to performance under the Contract shall in any way relieve the contractor of any responsibility for performance of its duties under the Contract. Each OFR-approved subcontractor shall be subject to the same Contract terms and conditions as the Contractor. If requested by OFR, the Contractor shall submit all proposed subcontracts to the OFR Contract Manager for review and approval prior to Contract execution. OFR reserves the right to request modifications to proposed subcontracts. The Contractor shall submit all proposed amendment(s) to OFR-approved subcontracts, or notice of terminations of OFR-approved subcontracts to OFR no later than fifteen (15) days prior to the effective date of the subcontract amendment or termination.

### **7. General Reporting**

The Contractor shall develop reports, using formats approved in advance by OFR. When reporting requirements are not established in the Contract, OFR will provide the Contractor with instructions and submission timeframes. OFR reserves the right to modify established reporting formats resulting from changing priorities or management direction. Report due dates specified in the Contract may be modified, if approved in advance and in writing by the OFR Contract Manager. The Contractor shall develop and provide all reports specified in the Contract at no additional cost to OFR.

### **8. OFR Rights to Contractor Staff on Contract Termination**

Upon termination of the Contract, or during the six-month period prior to expiration of the Contract, if the OFR desires to offer employment to Contractor employees or subcontracted persons providing services, the Contractor, its subcontractors or affiliates shall not interfere with the OFR's efforts, shall not enforce any restrictions imposed on such employees or subcontracted persons by agreement or policy (i.e. employment contract, non-compete clauses or other similar covenants) which would interfere with the OFR's efforts, and shall provide the OFR access to such employees and subcontracted persons for the purposes of interviews, evaluations, recruitment and hiring by the OFR or the OFR's designated successor Contractor(s). Further, the Contractor agrees to supply the OFR with the names and compensation scales of the Contractor's employees or subcontracted persons performing services for the OFR. The Contractor shall waive, and shall cause its subcontractors and affiliates to waive, their rights, if any, under contracts with such personnel restricting the ability of such personnel to be recruited or hired by the OFR, or the OFR's designated successor Contractor(s).

The OFR, or its designated successor contractor(s) shall have reasonable access to such Contractor personnel for interviews, evaluations and recruitment. Any such employment by the OFR would not be effective until termination or expiration of the contract. If the OFR hires an employee or subcontracted person who has been provided under the contract, the OFR shall not be liable to the Contractor or any Contractor subcontractor for any fee (e.g., a finder's fee, a penalty or general compensation) for such Contractor, subcontractor or affiliate. In exercising its rights set forth above, the OFR shall use reasonable efforts to avoid materially interfering with the Contractor's ability to perform the services contemplated by this contract. With respect to

subcontractors, the Contractor shall use all commercially reasonable efforts to (a) obtain for the OFR, or their designated successor Contractor's, the rights specified in this paragraph for its personnel and (b) ensure that such rights are not subject to subsequent subcontractor approval or the payment by the OFR, or their designated successor Contractor(s) or any fees. If the Contractor is unable to obtain any such rights with respect to a subcontractor, it shall notify the OFR in advance and shall not use such subcontractor without the OFR Contract Manager's written approval and, absent such approval, the Contractor's use of any such subcontractor shall obligate the Contractor to obtain or arrange, at no additional cost to the OFR, the rights specified in this paragraph, for the OFR, or their designated successor Contractor(s) upon expiration or termination of this contract.

### **9. Contract Exit Transition Services**

9.1 Upon the earlier of six months before the expiration of the Contract or upon any notice of termination of the Contract, the Contractor shall provide exit transition services to OFR without regard to the reason for Contract termination. Exit transition services shall be provided for up to six months before the Contract's scheduled expiration or termination date unless otherwise waived by OFR. OFR acknowledges that it shall continue to pay the Contractor for actual services provided according to the terms of the Contract until it determines the exit transition services are either completed or otherwise no longer required and provides the Contractor with written notification of such determination.

9.2 Exit transition services shall include all services required for a transition according to OFR's written guidelines including, but not limited to:

- a) Continued provision of the services and Deliverables on the same terms, conditions, and pricing in effect at the end of the Contract term, until OFR or a successor contractor is prepared to provide all essential System services;
- b) The Contractor's cooperation with OFR, its consultant(s), and the successor contractor's designated by OFR;
- c) Notification of current procedures;
- d) Listing of equipment and software licenses then used to provide the System services;
- e) Providing usage patterns, growth rates, and other information of interest to a vendor attempting to appropriately size and plan for a similar service;
- f) Providing data definitions, table structure, OFR's data under its control, any custom code, an explanation of the functional equivalent of the technical requirements of any services or proprietary products used to perform the Contractor's services and obligations under the Contract, and all supporting documentation providing a description of the technical and service requirements to allow OFR to effect a smooth transition to in-house or substitute vendor implementation of similar functionality to that provided by the Contractor.

- g) Explanation of operations and knowledge transfer to OFR staff and/or new contractor staff during a contract transition period, as directed by OFR;
- h) Submission of a schedule for the Exit Transition Services;
- i) Return of State-owned materials and equipment being utilized by the Contractor; and
- k) Timely responses to reasonable questions concerning any System services on an as-needed basis.

9.3 For the exit transition services identified in the SOW, section 9.2 above, the Contractor shall:

- a) Provide the services at no additional cost if the Contract is terminated by OFR for cause;
- b) Provide the services at no additional cost if the services are provided within six (6) months prior to the end of the Contract;
- c) Provide the services at an hourly rate in accordance with the Rate Card costs provided in **FORM 5: Price Response** if the Contract expires, or is terminated by OFR for convenience or by the Contractor for cause.

9.4 In the event OFR terminates the Contract for its own convenience, all completed or partially completed Deliverables prepared by the Contractor pursuant to this Contract shall, at the option of OFR, become OFR's property. Regardless of the basis for the termination, OFR is not obligated to pay, or otherwise compensate the Contractor for any lost expected future profits, costs, or expenses incurred with respect to Contract services not actually performed for OFR.

9.5 Upon a good faith termination, and subject to each Subcontractor's approval, OFR shall have the right to assume, at its option, any and all subcontracts and agreements for services and materials provided under the Contract, and may further pursue completion of the Contract services under this Contract by replacement agreement or otherwise as OFR may in its sole judgement deem expedient. The Contractor shall be responsible for obtaining all required third party consents.

9.6 The Contractor shall transfer to OFR, at no cost, all public records in its possession upon termination of the Contract and destroy any duplicate public records that are exempt or are confidential and exempt. All records, data, and supporting documentation stored electronically must be provided to OFR in a non-proprietary format that is compatible with OFR's information technology systems.

9.7 The Contractor recognizes that the Contract services are vital to OFR and must be continued without interruption and that, upon the Contract's expiration or termination, a successor may continue them. The Contractor shall continue to be subject to the performance standards and service levels specified in the Contract during the exit transition period and shall provide properly qualified and sufficiently experienced personnel throughout the exit transition period to ensure that the Contract services and the required service levels are maintained.

## **ATTACHMENT C – Service Level Agreement (SLA)**

### **REGULATORY ENFORCEMENT AND LICENSING (REAL) SYSTEM SUPPORT AND IMPROVEMENTS**

**DFS OFR ITN 15/16-06**

**The State of Florida  
Office of Financial Regulation**



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## **1 Purpose, Goal, and Objectives**

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This Service Level Agreement (SLA) is a formal, negotiated agreement between OFR and the Contractor that defines in quantitative terms the services to be provided by the Contractor. Its intent is to provide clear and meaningful service descriptions, agreed upon service level targets, appropriate and agreed upon service metrics, reporting requirements, and meaningful remedies if service levels are not met.

### **1.1 Purpose**

The purpose of this SLA is to ensure the proper elements and commitments are in place to provide consistent service, support, and delivery of Contract services provided by the Contractor. This SLA will document:

- a) The service metrics for measuring and reporting on agreed upon service levels; The general levels of response, availability, and maintenance associated with these services;
- b) The roles and responsibilities of the Contractor as a Contractor of the Contract services;
- c) Performance standards and corresponding Key Performance Indicators for Deliverables described in the Contract Scope of Work;
- d) Remedies available to OFR if service levels are not met by the Contractor.

### **1.2 Goal**

The goal of this SLA is to ensure the Contractor is meeting or exceeding OFR's expectations for the service level objectives identified for each service.

### **1.3 Objectives**

The objectives of this SLA are to:

- a) Provide clear reference to service ownership, accountability, roles, and/or responsibilities.
- b) Present a clear, concise, and measurable description of service provisions to the OFR.
- c) Match perceptions of expected service provisions with actual service support and delivery.

## **2 General Terms and Conditions**

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### **2.1 SLA Terms**

This SLA outlines the parameters of all Contract services as they are mutually understood by the Parties. This SLA does not supersede current processes and procedures unless explicitly stated herein. This SLA is in effect upon the Effective Date of the Contract and remains in effect unless superseded by a new SLA through a Contract Amendment or until the Contract ends.

This SLA will be reviewed at least annually by the Parties to determine necessary revisions. Proposed revisions that are mutually agreed to by the Parties shall be made effective through a Contract amendment, signed by the Parties. Revisions to this SLA will be recorded in the Amendments section of this SLA and are only effective upon mutual endorsement of a Contract Amendment by the Parties.

### **2.2 Dependence on Other Organizations**

The Contractor is dependent on other entities within the scope of services (e.g., DFS-DIS, COTS software vendors, etc.) in providing portions of the Contract services to OFR. It is agreed that OFR will manage the interface with those suppliers as it relates to the provision of services under this SLA. The list of currently utilized third party organizations and vendors are listed in section 7 herein. This list is subject to change during the term of this SLA.

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### **3 Stakeholders (Roles and Responsibilities)**

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#### **3.1 OFR Roles**

The OFR Contract Manager, or designee will manage the SLA, and will be responsible for the following:

- a) Monitoring Contractor adherence to the service metrics of this SLA;
- b) Reviewing the SLA contents with the Contractor to identify needs for revision;
- c) Making revisions to the SLA as mutually agreed to by the Parties through processing of a formal Contract Amendment;
- d) Serving as a point of contact for all issues related to the SLA, including serving as a liaison between OFR, DFS DIS and the Contractor; and
- e) Working with the OFR REAL System O&M Team Members to ensure specific Contract service needs of the OFR divisions are addressed via this SLA.

#### **3.2 OFR Responsibilities**

Below is a list of OFR's general responsibilities under this SLA.

- a) OFR will conduct business in a courteous and professional manner with the Contractor.
- b) Requests for Contractor services or support from OFR's division Business Users will be submitted to the appropriate division REAL System O&M Team Member who will communicate the request to the Contractor.
- c) If it is determined that a Service Inquiry Request (SIR) is needed, the REAL System O&M Team Member will complete and submit the SIR, and any additional information or details regarding the request, to the Contractor through OFR's SIR tracking tool.
- d) REAL System O&M Team Members will assign priority/severity codes to each SIR, adhering to the correct usage of these codes as defined in the attached Service Level Metrics table.
- e) Once a SIR has been submitted, OFR will ensure its staff are available to work with the Contractor's assigned staff to resolve the request.
- f) OFR users will not contact the Contractor's support staff directly to report a problem or request System-related services. All such requests must be logged through the REAL System O&M Team Members through use of the OFR's SIR tracking tool.
- g) In addition to the REAL System O&M Team Members, a limited number of other OFR staff, including the OFR Contract Manager, will be granted the ability to enter a SIR, and OFR shall make this determination.
- h) Other OFR division staff who enter a SIR will copy their division's REAL System O&M Team Member in the SIR.
- i) OFR reserves the right to allow its REAL System O&M Team Members to have administrative access to the System.

- j) OFR staff will provide available documentation, information and business functional knowledge to the Contractor to assist it in responding to and resolving a SIR.

### **3.3 Contractor Roles**

The Contractor's assigned Software Team Lead, or other designated staff, will monitor and ensure its adherence to this SLA. This individual will have the following responsibilities:

- a) Monitoring Contractor adherence to the service metrics of this SLA;
- b) Reviewing the SLA contents with the OFR Contract Manager, at least annually, to identify needs for revision;
- c) Assisting with enforcement of mutually agreed to SLA revisions through execution of a formal Contract Amendment;
- d) Serving as a point of contact for all issues related to the SLA, including serving as a liaison between OFR and the Contractor;
- e) Working directly with the OFR REAL System O&M Team Members to ensure specific Contract service needs of the OFR divisions are addressed via this SLA; and
- f) Collecting, documenting, and submitting reporting metrics as defined in the SLA in the Monthly Operations and Maintenance Program Report, and discussing with the OFR Contract Manager on a monthly basis.

### **3.4 Contractor Responsibilities**

Below is a list of the Contractor's general responsibilities under this SLA. Service specific responsibilities are detailed in the Contract Statement of Work.

- a) The Contractor's on-site staff assigned to provide services under this Contract, including subcontracted staff, will conduct business in a courteous and professional manner with the OFR.
- b) The Contractor will assign each SIR to a member of its Contract staff with expertise required to address the reported issue or request.
- c) The Contractor will log all information involving OFR SIRs as required to document the assigned staff, requestor name and contact information, the nature of the problem and the System environment (Versa:Regulation, Versa:Online Services Portal, etc.) and service area (Reports, Correspondence, COTS configuration, etc.) that the request pertains to.
- d) The Contractor will resolve reported System problems within the agreed upon resolution targets.
- e) The Contractor will be the interface on behalf of the OFR to other organizations as appropriate (e.g., COTS software vendors).

Remainder of page intentionally left blank.

#### 4 Service Level Agreement Management (Scope of SLA Tasks)

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Effective support of In-Scope (within the terms of the Contract) services is a result of maintaining consistent service levels. The following sections provide relevant details on service availability, monitoring, measurement, and reporting of In-Scope services and related components. The purpose is to identify the specific services covered by this SLA. The following sections list and describe the services to be provided by the Contractor.

##### 4.1 Service Availability Requirements

The Contractor shall ensure the following service availability requirements are met:

- a) **OFR Business Hours:** The standard OFR Business Hours are 7:00 a.m. to 7:00 p.m., Monday to Friday, excluding State-observed holidays as provided in section 110.117(1), Florida Statutes. All OFR applications and services provided by the Contractor shall be available during OFR Business Hours.
- b) **24 x 7 Service:** System applications and Online Services Portal will require 24 x 7 availability.
- c) **Hours of Support:** The Contractor's on-site support staff shall be available during Business Hours from 8:00 a.m. to 5:00 p.m., Monday to Friday, excluding State-observed holidays as provided in section 110.117(1), Florida Statutes.

The attached Service Level Metrics table, details the specific requirements for each service and provides the Contractor's availability goals to meet the requirement.

##### 4.2 Service Availability Requirements

The purpose of this section is to document specific times the Contractor requires service restrictions. These restrictions and exclusions from application of SLA service metrics include provisions for normal System maintenance and details of unscheduled System downtime.

Availability restrictions specific to the service(s) covered in this SLA are as follows:

Availability Restriction Description	Schedule
State-Observed Holidays and Weekends	Holidays are declared by the State of Florida in accordance with section 110.117(1), Florida Statutes. Where Holidays fall on weekends and are augmented by a Holiday on a weekday, the System will operate and be available on that weekday. If the Contractor's staff are required on-site during a Holiday, the Contractor shall notify the OFR Contract Manager in advance.
Scheduled System Maintenance	A weekly designated time period will be used by the

Availability Restriction Description	Schedule
Window	Contractor to make changes to the System applications. The scheduled maintenance window is Sunday morning from 4:00 a.m. to 11:59 a.m. EST.
Unscheduled System Downtime	An unscheduled/unplanned System outage may occur without adequate user notification. The Contractor will make a "best effort" to provide notification to the OFR Contract Manager and other System users, but cannot guarantee notification to all System users in certain circumstances, such as where the network (whole or part) is effectively out of service.

Other availability restrictions as they relate to the services provided by the Contractor may be mutually agreed upon between the OFR and the Contractor.

#### 4.3 Technical Environment and Service Scope

The purpose of this section is to identify and define the specific technical environment and services covered by this SLA including the user base, applications, infrastructure components, and dependencies for the SLA.

The detailed technical architecture for the REAL System, which the Contractor will be responsible for supporting and maintaining, is defined in **EXHIBIT 1: REAL System Background and Technical Architecture**, in ITN DFS (OFR) ITN 15/16-06.

The detailed scope of services which the Contractor will be responsible for providing are specified in Contract **ATTACHMENT B: Scope of Work**.

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## 5 Service Metrics

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The purpose of this section is to document specific metrics or Key Performance Indicators (“KPI”) that will be used to measure Contractor service quality. Service measurements are discrete metrics used to ensure that an acceptable level of quality is provided and maintained and also to ensure that both Parties have an agreed upon, common understanding of the service and reporting requirements. Measurements are defined in terms of service availability (i.e., uptime), service performance (i.e., throughput, response time), and service quality (i.e., number of unscheduled outages).

The following sections provide requirements for service availability, monitoring, measurement, and reporting of In-Scope services and related components.

### 5.1 Service Goals, Measures, and Remedies

The service goals, measures, and remedies are listed in the attached Service Level Metrics table. The Contractor shall measure its performance with respect to each KPI using the corresponding measurement tools and methodologies identified in the Service Level Metrics table.

### 5.2 Performance Reviews and Service Metrics Reporting

The purpose of this section is to specify reports used to document Service Level measurements. These reports align with the service measurements of the attached Service Level Metrics table, and support those measurements.

If the Contractor fails to properly assess and report on its performance relative to any Service Level on or before the date its Monthly Operations and Maintenance Program Report is due, then the Contractor will be deemed to have committed a minimum Service Level Default with respect to each affected KPI, unless supplied within 5 Business Days after the due date.

Reports and an associated presentation of the reports (a “Performance Review”) will be provided on a defined interval by the Contractor to the OFR’s Contract Manager and will be based upon metrics as related to service targets. The agreed upon reports, reporting interval, and the description of the content of the reports are listed in the table below.

Report Name	Report Description	Interval
Monthly Operations and Maintenance Program	At a minimum, the Monthly Operations and Maintenance Program Report shall: <ul style="list-style-type: none"><li>Document the level of performance compliance by the Contractor and the System with all Service Level Agreement Metrics on a monthly basis.</li></ul>	Monthly (5 Business Days after the end of the month)



Report	<ul style="list-style-type: none"> <li>▪ Report all service level failures on a monthly basis. For each failure the Contractor shall either (i) demonstrate that the failure was due to an excused event, or (ii) provide the OFR Contract Manager with a Corrective Action Plan as an addendum to the report to ensure that the failure is cured.</li> <li>▪ Report services provided by the Contractor attesting to the progress of the work, staff hours worked and the level of services that were provided.</li> <li>▪ Report System Investigation Request (SIR) Metrics (including charts and graphs).</li> <li>▪ Report REAL System performance metrics (including charts and graphs).</li> <li>▪ Document progress on open SIRs, and other tasks or activities during the reporting period.</li> <li>▪ Document System issues and risks.</li> <li>▪ Document for approval any upcoming System deployments.</li> </ul>	
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The content, due date or interval of the REAL System Operations and Maintenance Program Report may be modified if agreed to in writing by the OFR Contract Manager.

Each Performance Review will review service levels for the reporting period, identify potential issues or issues and actions that occurred during the reporting period, identify future service enhancements or modifications, and identify and implement corrective actions as needed.

### 5.3 Additional Service Hours; Service Credits; Failure to Meet Service Levels

(a) **Additional Service Hours** – Additional Service Hours are those hours over and above the defined hours of support and those hours expended by the Contractor to meet required performance levels under the Contract. Additional Service Hours are computed by aggregating the hours of authorized work completed by individual Contractor resources. OFR will determine the tasks that the Contractor will complete within the Additional Service Hours, but any designated tasks shall be within the framework of the contractual work effort defined in the **ATTACHMENT B: Statement of Work**. The Contractor shall not be entitled to any additional compensation or payment for work performed as Additional Service Hours, unless approved through a Contract Amendment, executed by the Parties, for completion of a Major System Enhancement as specified in ATTACHMENT B, Statement of Work.

- (b) **Service Credit** – A Service Credit is a Remedy, and is the equivalent of eight (8) service hours provided by the Contractor at its blended hourly rate for Operations and Maintenance Program services as specified in the Contractor’s final Price Response included in the Contract.

Service Credits are intended to serve as the equivalent of liquidated damages to compensate the OFR for the difficult to quantify diminution in the value or quality of the Services rendered as a result of a Service Level Default. For the avoidance of doubt, nothing herein is intended to preclude the OFR from exercising its termination rights for an Event of Default, one effect of which may be a Service Level Default, or from exercising any other remedies available to the OFR under the Contract, at law, or in equity to address any other types of non-duplicative damages OFR may suffer or incur as a result of an Event of Default or other breach of contract (or tort) by the Contractor (or another entity or person for which the Contractor is responsible). The Contractor irrevocably waives any claim or defense that Service Credits are not enforceable or that they constitute OFR’s sole and exclusive remedy with respect to an occurrence or event that result in the occurrence of a Service Level Default. In the case of an Event of Default or breach of the Contract (or tort), then the Contractor shall be entitled to an offset against such damages in the value of any Service Credit applied by the OFR for such Contractor failure to meet such requirement.

Once applied by OFR as a Remedy, OFR may utilize a Service Credit toward the total monthly cost of the Contractor’s Monthly Operations and Maintenance Program services at any time within the term of the Contract.

- (c) **Service Level Default** – A Service Level Default is a failure of the Contractor to meet any expected Service Level as stated in the SLA during any Service Level reporting measurement period, provided the failure is not excused as stated in this SLA.

If the Contractor experiences a Service Level Default, the OFR at its sole discretion may assess Service Credit(s) as the equivalent of liquidated damages. The Contractor will make every effort to utilize its onsite support staff to perform the additional effort needed to meet Contracted service levels. If the Contractor’s onsite support staff are not available to perform the work effort, the Contractor may utilize other Contractor staff resources with similar skill sets at no additional cost to OFR, with advanced written approval of the OFR Contract Manager. The Contractor will be responsible for the hours required to on-board the other staff resource(s) to the point the resource(s) can begin performing work.

The Contractor shall report all Service Level Defaults on a monthly basis and for each failure the Contractor shall identify the root cause and demonstrate that the failure was due to an excused event or was not the responsibility of the Contractor. Unexcused Service Level Defaults or other Contract non-compliance by the Contractor will be addressed as specified in the attached Service Level Metrics table.

(d) **Corrective Action Plan** – A Corrective Action Plan includes actions and efforts to be taken by the Contractor to remedy non-compliance with one or more Contract requirements. If OFR determines that the Contractor is out of compliance with any of the provisions of the Contract, it may require the Contractor to submit a Corrective Action Plan (CAP) within a specified timeframe. The CAP shall provide an opportunity for the Contractor to resolve deficiencies without OFR invoking Remedies, up to and including Contract termination.

In the event OFR identifies a violation of the Contract, or other non-compliance with the Contract, OFR shall notify the Contractor of the occurrence in writing. OFR shall provide the Contractor with a timeframe for corrections to be made, and shall request a CAP from the Contractor.

The Contractor shall respond by providing a CAP to the OFR Contract Manager within the timeframe specified by OFR and in a format specified by OFR. OFR may require modifications to the CAP and will provide a specific deadline for resubmission. The Contractor may implement the CAP only after it is approved by the OFR Contract Manager.

The Contractor shall adhere to deadlines and carry out the activities or provisions specified in its OFR-approved CAP, or be subject to Remedies applied by OFR for non-performance.

(e) **Remedies** – A Remedy shall be used to address the Contractor's non-compliance with the terms and requirements of the Contract. The Parties agree that any failure of the Contractor to provide the Contract services or meet the service levels specified in the Contract may result in one or more of the following Remedies.

1. Escalation of the issue or non-compliance to the Contractor's senior management for resolution;
2. Assessment and application of Service Credits by OFR;
3. Renegotiation of the Contract terms, as agreed to by the Parties;
4. Non-payment for a Deliverable; or
5. Termination of the Contract

## 6 Service Assumptions

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The purpose of this section is to identify any assumptions made in regard to this SLA. Assumptions may include items including how the Contract services will be used in the future, projected growth rates that may impact how services are to be delivered and future changes that were considered but not included in the SLA.

The following represents the assumptions in regard to the Service Levels:

- a) Service Levels do not include impacts due to network or hosting issues/downtime.
- b) Extension components (portal integration, interfaces, customizations, etc.) developed by MicroPact, Inc. or another software vendor shall be covered under its license agreement with OFR.
- c) The priority of System Investigation Reviews (SIRs), submitted through OFR's issue tracking system, will be determined based on criteria set forth in the attached Service Level Metrics table.
- d) COTS software (i.e., Versa:Regulation, Versa:Online) issues shall be addressed and resolved by the Contractor. COTS software issues determined to fall under the scope of the Contract will be handled by the Contractor in accordance with this Service Level Agreement. Those issues falling outside of the Contractor's responsibility under the terms of the Contract will be handled in accordance with the licensing agreement between the OFR and MicroPact, Inc., or other software vendor.
- e) The System will have scheduled downtime required for the Contractor to conduct regular maintenance activities and to migrate software code to production. The scheduled downtime will be outside of Business Hours unless otherwise agreed to by the OFR Contract Manager. If there is an emergency software code migration required to correct a Critical or High Severity problem, the Contractor will notify the OFR Contract manager of the need for an emergency code migration.
- f) If there is a problem identified that impacts multiple service level areas, only the area directly related to the root cause of the problem will be reflected in the agreed upon Service Levels, Service Credit calculation, and Monthly Operations and Maintenance Program Report.
- g) The Contractor will cooperate and work in good faith with the State and its other vendors as applicable, to determine the root cause of a problem.
- h) In the event of a disaster that materially impacts the REAL System; the agreed upon Service Levels will be suspended.
- i) In the event of an outage, if events beyond the Contractor's control prevent response or resolution, the calculation for the response and resolution time will be excluded from the Service Level calculation for the length of the outage.
- j) For the purpose of calculating uptime service levels, the System application will be considered available if the Contractor has diagnosed the problem, but OFR has chosen to delay the

implementation of the fix for business reasons or does not timely verify the fix once it is available to OFR.

- k) For purposes of calculating uptime Service Levels, the SIR shall be considered resolved if the System has been made available, regardless if the root cause of the problem has been diagnosed and/or corrected.
- l) The level of effort devoted to the maintenance of the existing REAL System functions versus the level of effort devoted to enhancements shall be mutually agreed to by the Parties, and be in accordance with this SLA unless OFR releases the Contractor from the terms of this SLA.

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## 7 Third Party Contracts

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OFR currently maintains maintenance agreements with the following vendors in support of the REAL System:

- Micropact, Inc. (Versa:Regulation and Versa:Online)
- IBM (FileNet)
- DLT Solutions (Quest Software – Includes Toad for Oracle, Toad for Data Analytics, and Spotlight on SQL Server)
- Alcea Technologies (FIT Tracking Tool)

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## **8 SLA Modifications**

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This section references any subsequent amendments to this SLA. Any change to this SLA shall be made in accordance with the terms of the Contract.

## REAL Operations and Maintenance Program - Service Level Metrics

### A. System Availability Performance Metrics

#	IT Service Provided	Service Level Definition	Service Level Target	Measure Formula	Data Source	Measuring Interval	Reporting Period	Remedy for Non-Compliance	Additional Information
A1	Versa:Regulation COTS Application Support (Includes Interfaces)	Versa:Regulation System availability	The System application shall remain available 99% during OFR Business Hours of 7:00 a.m. to 7:00 p.m.	Actual hours available divided by number of required OFR Business Hours scheduled for that month reflect hours available for the month.	An application manager tool, or other source	Monthly	Monthly	Failure by the Contractor to meet this service level will result in the development of a Corrective Action Plan and the application of service credits as follows: 96% to 98.9% uptime/availability during reporting interval will result in the application of 1 Service Credit. 91% to 95.9% uptime/availability during reporting interval will result in the application of 2 Service Credits. Less than 91% uptime/availability during reporting interval will result in the application of 3 Service Credits.	1. Standard Maintenance Windows are defined as 4:00 a.m. to 12:00 p.m. each Sunday. 2. The Contractor will not be measured against those issues falling outside of its responsibility, such as infrastructure/server issues, issues falling under the responsibility of the COTS software vendor, etc.)
A2	Versa:Online Services Portal Support (Includes Interfaces)	Versa:Online Services Portal availability	The System portal shall remain available 99% during OFR Business Hours of 7:00 a.m. to 7:00 p.m.	Actual hours available divided by number of required OFR Business Hours scheduled for that month reflect hours available for the month.	An application manager tool, or other source	Monthly	Monthly	Failure by the Contractor to meet this service level will result in the development of a Corrective Action Plan and the application of service credits as follows: 96% to 98.9% uptime/availability during reporting interval will result in the application of 1 Service Credit. 91% to 95.9% uptime/availability during reporting interval will result in the application of 2 Service Credits. Less than 91% uptime/availability during reporting interval will result in the application of 3 Service Credits.	1. Standard Maintenance Windows are defined as 4:00 a.m. to 12:00 p.m. each Sunday. 2. The Contractor will not be measured against those issues falling outside of its responsibility, such as infrastructure/server issues, or issues falling under the responsibility of the COTS software vendor.
A3	FileNet COTS Application Support	FileNet System availability	The System FileNet application shall remain available 99% during OFR Business Hours of 7:00 a.m. to 7:00 p.m.	Actual hours available divided by number of required OFR Business Hours scheduled for that month reflect hours available for the month.	An application manager tool, or other source	Monthly	Monthly	Failure by the Contractor to meet this service level will result in the development of a Corrective Action Plan and the application of service credits as follows: 96% to 98.9% uptime/availability during reporting interval will result in the application of 1 Service Credit. 91% to 95.9% uptime/availability during reporting interval will result in the application of 2 Service Credits. Less than 91% uptime/availability during reporting interval will result in the application of 3 Service Credits.	1. Standard Maintenance Windows are defined as 4:00 a.m. to 12:00 p.m. each Sunday. 2. The Contractor will not be measured against those issues falling outside of its responsibility, such as infrastructure/server issues, or issues falling under the responsibility of the COTS software vendor.



A4	DataMart Support	DataMart System availability	The System DataMart shall remain available 99% during OFR Business Hours of 7:00 a.m. to 7:00 p.m.	Actual hours available divided by number of required OFR Business Hours scheduled for that month reflect hours available for the month.	An application manager tool, or other source	Monthly	Monthly	Failure by the Contractor to meet this service level will result in the development of a Corrective Action Plan and the application of service credits as follows: 96% to 98.9% uptime/availability during reporting interval will result in the application of 1 Service Credit. 91% to 95.9% uptime/availability during reporting interval will result in the application of 2 Service Credits. Less than 91% uptime/availability during reporting interval will result in the application of 3 Service Credits.	1. Standard Maintenance Windows are defined as 4:00 a.m. to 12:00 p.m. each Sunday. 2. The Contractor will not be measured against those issues falling outside of its responsibility, such as infrastructure/server issues, or issues falling under the responsibility of the COTS software vendor.
A5	Application Search Performance Support	System Application Search Performance	The System shall provide an application response time (not counting network delay) of four (4) seconds or less per screen for scenario-based scripts. Scenario-based scripts to be tested: 1) License 2) Entity 3) Enforcement/Related Case. Scripts shall be run by the Contractor twice a day (morning and afternoon) during OFR Business Hours.	Average response time of four (4) seconds or less per screen.	An application manager tool, or other source	Monthly	Monthly	Failure by the Contractor to meet this service level during the reporting interval will result in the development of a Corrective Action Plan to address resolution of response issues.	1. OFR will work with the Contractor to define the agreed upon scripts, reports and potential System add-ons with functionality to support this metric. These will be defined in the Monthly Operations and Maintenance Program Report DAC. 2. The Contractor will not be measured against those issues falling outside of its responsibility, such as infrastructure/server issues, or issues falling under the responsibility of the COTS software vendor.

**B. Issue (SIR) Response Performance Metrics (Versa:Regulation COTS, Versa:Online COTS, FileNet COTS, Reports, Correspondence, Interfaces, and Batch Applications)**

#	Service Level Definition	Response-Update	Service Level- Resolution- Deployment	Escalation	Data Source	Measuring Interval	Reporting Period	Remedy for Non-Compliance	Additional Information
B1	Critical Severity issues are those related to REAL System (including all components such as Versa:Regulation, Datamart, FileNet, Versa:Online Services Portal, etc.) Downtime/Unusability, that are not due to OFR-approved System deployments/maintenance	Response - Critical Severity issues submitted through OFR's issue tracking system (SIRs) will be assigned by the Contractor to one or more members of its support team for resolution as soon as practicable. Updates - The Contractor shall provide status updates on the issue to the SIR originator and OFR Contract Manager every 2 hours during OFR Business Hours and every 4 hours during non-OFR Business Hours until Resolution.	The following Contractor response is required unless otherwise agreed to in writing and in advance by OFR: Resolution - Contractor shall provide Resolution of Critical Severity Issues within 8 hours of submission of SIR (Resolution constitutes fixed and assigned to OFR for UAT.) Deployment - The Contractor shall deploy SIRs to production based on emergency deployment procedures developed in conjunction with OFR. Critical Severity Issues will continue to be worked by the Contractor during OFR Business Hours and non-OFR Business Hours until the issue is resolved.	If the Contractor fails to provide Resolution of a Critical Severity issue within 24 hours of SIR submission, the OFR Contract Manager and Contractor will assess the impact, develop a mitigation strategy and notify the appropriate stakeholders.	FIT SIR Tracking tool	Monthly	Monthly	Failure by the Contractor to meet this service level will result in the development of a Corrective Action Plan and the application of Service Credits as follows: Failure of the Contractor to provide Resolution (issue is fixed and assigned to OFR for UAT) of a Critical Severity issue within 8 hours of SIR submission through OFR's issue tracking system will result in the application of 2 Service Credits. Beyond the initial 8-hour Resolution requirement, 1 additional Service Credit will be applied by OFR for each additional 8-hour period in which the Contractor fails to provide Resolution of the Critical Severity Issue.	The Contractor will not be measured against those issues falling outside of its responsibility, such as issues with the infrastructure/server or issues falling under the responsibility of the COTS software vendor.

B2	<p>High Severity Issues are those related to major business functions with no work-around. Examples include an issue producing errors or omissions resulting in OFR exposure, an issue impacting OFR staff ability to perform major job functions, an issue impacting major online System portal customer functionality and usability, an issue affecting Interfaces, Batch and Datamart, and OFR/DFS data security issues.</p>	<p><u>Response</u> - High Severity issues submitted through OFR's issue tracking system (SIRs) will be assigned by the Contractor to one or more members of its support team for Resolution as soon as practicable. <u>Updates</u> - The Contractor shall provide status updates on the issue to the SIR originator and OFR Contract Manager every 4 hours during OFR Business Hours until Resolution.</p>	<p>The following Contractor response is required unless otherwise agreed to in writing and in advance by OFR: <u>Resolution</u>- The Contractor shall provide Resolution of High Severity Issue within 72 hours of submission of SIR. (Resolution constitutes fixed and assigned to OFR for UAT.) <u>Deployment</u> - Upon completion of UAT, the Contractor shall deploy the SIR to production within 1 day. High Severity issues will continue to be worked by the Contractor during OFR Business Hours and non-OFR Business Hours until Resolution.</p>	<p>If the Contractor fails to provide Resolution of a High Severity issue within 5 days of SIR submission, the OFR Contract Manager and Contractor will assess the impact, develop a mitigation strategy and notify the appropriate stakeholders.</p>	FIT SIR Tracking tool	Monthly	Monthly	<p>Failure by the Contractor to meet this service level will result in the development of a Corrective Action Plan and the application of 1 Service Credit. Beyond the initial 72-hour Resolution requirement, 1 additional Service Credit will be applied by OFR for each additional 72-hour period in which the Contractor fails to provide Resolution of the High Severity issue, or fails to deploy within 1 day of UAT completion.</p>	<ol style="list-style-type: none"> <li>1. Correspondence issues will not be considered High Severity.</li> <li>2. The OFR Contract Manager and the Contractor will mutually agree on categorizing a SIR as High Severity.</li> <li>3. The Contractor will not be measured against those issues falling outside of its responsibility, such as issues with the infrastructure/server or issues falling under the responsibility of the COTS software vendor.</li> </ol>
B3	<p>Medium Severity issues are those related to OFR business functions with work-arounds. Examples include an issues/defects producing errors or omissions impacting 25% or more of the OFR Business Functional Unit, configuration defects impacting 25% or more of the OFR Business Functional Unit, issues/Defects impacting interfaces, batch operations, Datamart, and FileNet impacting 25% or more of Business Functional Units. An OFR Business Functional Unit includes, but may not be limited to B17</p>	<p><u>Response</u> - Medium Severity issues submitted through OFR's issue tracking system (SIRs) will be prioritized and assigned by the Contractor to one or more members of its support team for Resolution as soon as practicable. <u>Updates</u> - The Contractor shall provide status updates on the issue to the SIR originator and OFR Contract Manager every 4 hours during OFR Business Hours, or as otherwise agreed to in writing by the SIR originator or OFR Contract Manager.</p>	<p>The following Contractor response is required unless otherwise agreed to in writing and in advance by OFR: <u>Resolution</u> - The Contractor shall provide Resolution of Medium Severity issues within 30 days of SIR submission. (Resolution constitutes fixed and assigned to OFR for UAT.) <u>Non-Configuration Deployment</u> - The Contractor shall deploy SIRs that have completed UAT, at the end of each calendar year quarter (within 90 days) <u>Configuration Deployment</u> - Upon completion of UAT, the Contractor shall deploy the SIR to production within 2 days.</p>	<p>If the Contractor fails to provide Resolution of a Medium Severity issue within 30 days of SIR submission, the OFR Contract Manager and Contractor will assess the impact, develop a mitigation strategy and notify the appropriate stakeholders.</p>	FIT SIR Tracking tool	Monthly	Monthly	<p>The first occurrence in which the Contractor fails to meet this service level will result in the development of a Corrective Action Plan. A subsequent occurrence of the Contractor's failure to meet these service levels will result in the application of 1 Service Credit for each SIR in which the 30-day Resolution or deployment service levels are not met.</p>	<ol style="list-style-type: none"> <li>1. Reports and correspondence issues will not be considered Medium Severity.</li> <li>2. The Contractor will not be measured against those issues falling outside of its responsibility, such as issues with the infrastructure/server or issues falling under the responsibility of the COTS software vendor.</li> </ol>

B4	<p>Low Severity issues are those related to OFR business functions with work-arounds and enhancements. Examples include reports, correspondence, issues/defects producing errors or omissions that impact less than 25% of the OFR Business Functional Unit, configuration defects impacting less than 25% of the OFR Business Functional Unit, issues/defects impacting Interfaces, batch operations, Datamart and FileNet impacting less than 25% of OFR Business Functional unit. An OFR Business Functional Unit includes, but may not be limited to Finance-Licensing, Exams, Complaints, Securities Licensing, Legal, and Investigations. For the Fiscal and Inspector General OFR Business Functional Units, the priority of an issue will be based on severity and mutual agreement of impact by the OFR Contract Manager and the Contractor.</p>	<p><u>Response</u> - Low Severity issues submitted through OFR's issue tracking system (SIRs) will be prioritized and assigned by the Contractor to one or more members of its support team as soon as practicable. <u>Updates</u> - The Contractor shall provide status updates on the issue to the SIR originator as needed, or as otherwise reasonably requested by the SIR originator.</p>	<p>The following Contractor response is required unless otherwise agreed to in writing and in advance by the OFR Contract Manager: <u>Resolution</u> - The Contractor shall provide Resolution of Low Severity issues within 90 days of SIR submission. (Resolution constitutes fixed and assigned to OFR for UAT). <u>Non-Configuration Deployment</u> - The Contractor shall deploy SIRs that have completed UAT at the end of each calendar year quarter (within 90 days) <u>Configuration Deployment</u> - Upon completion of UAT, the Contractor shall deploy the SIR to production within 5 days.</p>	<p>If the Contractor fails to provide Resolution of a Low Severity issue within 90 days of SIR submission, the OFR Contract Manager and Contractor will assess the impact, develop a mitigation strategy and notify the appropriate stakeholders.</p>	<p>FIT SIR Tracking tool</p>	<p>Monthly</p>	<p>Monthly</p>	<p>The first occurrence in which the Contractor fails to meet these service levels will result in review of the circumstances surrounding the failure with the Contract Manager, SIR originator and stakeholders. A subsequent occurrence of the Contractor's failure to meet these service levels will result in a Corrective Action Plan. After the third occurrence of the Contractor's failure to meet these performance levels, 1 Service Credit will be applied for each SIR in which the 90-day Resolution or the deployment service levels are not met.</p>	<p>The Contractor will not be measured against those issues falling outside of its responsibility, such as issues with the infrastructure/server or issues falling under the responsibility of the COTS software vendor.</p>
<b>C. System Configuration Modifications and Enhancement Performance Metrics</b>									
#	Service Level Definition	Response-Update	Service Level Resolution-Deployment	Escalation	Data Source	Measuring Interval	Reporting Period	Remedy for Non-Compliance	General Comments

C1	System enhancements, new functionality and configurations may be requested by OFR Business Users through submission of a SIR. The OFR Division O&M Team Member may request System enhancements be provided at a higher priority level upon OFR Division Director or OFR Contract Manager approval. OFR understands that if a request for an enhancement or configuration modification is to be worked by the Contractor at a higher priority level and it comes in conflict with an open issue at risk of a Service Level penalty, the Contractor will be released of the Service Level penalty. Such release must be provided to the Contractor in writing, and in advance by the OFR Contract Manager, or by the Division Director presiding over the SIR at risk for Service Level penalty.	<u>Response</u> - Enhancement issues submitted through OFR's issue tracking system (SIRs) will be assigned by the Contractor to one or more members of its support team as soon as practicable. <u>Updates</u> - The Contractor shall provide status updates on the issue to the SIR originator as needed, or as otherwise reasonably requested by the SIR originator.	The following Contractor requirements apply unless otherwise agreed to in writing and in advance by the OFR Contract Manager, or an OFR Division Director: <u>Resolution</u> - OFR and the Contractor will discuss and mutually agree on the Resolution time. <u>Deployment</u> - OFR and the Contractor will discuss and mutually agree on the Deployment time.	The Contractor's Resolution of enhancements and configuration issues will be measured against the Parties' mutually agreed upon Resolution and deployment time. If the Contractor fails to provide Resolution of an enhancement or configuration within the agreed-upon time, the OFR Contract Manager and Contractor will assess the impact to OFR, develop a mitigation strategy and notify the appropriate stakeholders.	FIT SIR Tracking tool	Monthly	Monthly	The Contractor shall report the status of the enhancement/configuration as reasonably requested by the SIR originator, OFR Contract Manager, or Division Director. There are no Service Level Credit penalties tied to these issues, however a Corrective Action Plan may be requested at the discretion of the OFR Contract Manager to address any Contractor performance concerns.
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**D. On-site and Project Manager (Key) Staffing Performance Metrics**

#	Service Level Definition							Remedy for Non-Compliance	General Comments
D1	The Contractor shall not remove any OFR-approved, on-site staff from their assigned roles without the prior written consent of the OFR Contract Manager (an "Unauthorized Removal"), which consent will not be unreasonably withheld. Therefore, the Contractor and the OFR agree that in the case of any Unauthorized Removal, the OFR may assess Service Credits against Contractor as specified in the Contract Service Level Agreement.							The first occurrence in which the Contractor fails to meet this requirement will result in the development of a Corrective Action Plan. Subsequent failure to meet this requirement will result in the application of five (5) Service Credits for each occurrence.	

**E. Monthly Operations and Maintenance Program Reporting**

#	Service Level Definition							Remedy for Non-Compliance	General Comments
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E1	The Contractor shall provide a Monthly Operations and Maintenance Program Report, as specified in the Contract Scope of Work no later than the fifth (5th) of each month following the month in which services were provided. The due date for this report may be modified in writing by the OFR Contract Manager. The report shall include all information as specified in the Contract Scope of Work, or as otherwise agreed to in writing by the Contractor and the OFR Contract Manager.				FIT SIR Tracking Tool; REAL System; OFR Business User Feedback	Monthly	Monthly, by the 5th of each month	Failure to meet this service level will result in the development of a Corrective Action Plan and the application of Service Credits for non-remedy as specified in the Corrective Action Plan. Payment of the Contractor's monthly invoice for Operations and Maintenance Program services is contingent upon receipt and OFR Contract Manager approval of the Monthly Operations and Maintenance Report. Non-submission of the report will result in non-payment of the Contractor's invoice for that service period.	
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**F. Corrective Action Plan (CAP)**

#	Service Level Definition							Remedy for Non-Compliance	General Comments
F1	At the request of the OFR Contract Manager, the Contractor shall provide a Corrective Action Plan (CAP) to include actions and efforts to be taken by the Contractor to remedy its non-compliance with one or more Contract specifications, and its proposed completion dates. The OFR Contract Manager shall communicate a due date on which the CAP shall be submitted, and the information to be provided within the CAP.				Desk Review; Monthly Operations & Maintenance Program Report; OFR Business User Feedback	Intermittant	As Requested in CAP	Failure of the Contractor to submit the CAP, with all requested information, by the OFR-requested due date will result in the application of 1 Service Credit for each OFR Business Day beyond the CAP due date. OFR will review and request updates or approve the Contractor's CAP as specified in the Contract Service Level Agreement (SLA). Failure of the Contractor to complete actions or provisions included in its OFR-approved CAP to remedy its performance failures identified in OFR's CAP request will result in OFR pursuing additional Remedy, as specified in the SLA.	

## **ATTACHMENT D – Glossary of Terms and Acronyms**

REGULATORY ENFORCEMENT AND LICENSING  
(REAL) SYSTEM SUPPORT AND IMPROVEMENTS

DFS OFR ITN 15/16-06

The State of Florida  
Office of Financial Regulation

**ATTACHMENT D**  
**Glossary of Terms and Acronyms**

ITN/CONTRACT TERM/ACRONYM	DEFINITION
Additional terms and acronyms used by OFR are also defined within the Office of Financial Regulations Glossary of Terms, maintained at the following website: <a href="http://www.flofr.com/StaticPages/GlossaryOfTerms.htm">http://www.flofr.com/StaticPages/GlossaryOfTerms.htm</a> .	
BAFO	Best and Final Offer
Business Day	Monday through Friday, excluding State-recognized holidays
Business Hour	8:00 AM through 5:00 PM (ET) on all Business Days
Business User(s)	OFR staff who utilize the REAL System
Calendar Day	All days, including weekends and holidays
CODA	Cashier's Office Deposit Automation
COOP	Continuity of Operations Plan
Confidential Information	Any portion of a Contractor's documents, data, or records disclosed relating to its Response that the Contractor claims is confidential and not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution, or any other authority, and is clearly marked "Confidential."
Contract Manager	The individual responsible for assuring adherence to Contract terms and conditions, verifying completeness and quality of services and outcomes, validating resulting work products, providing oversight of the project(s), and overseeing quality assurance of Deliverables and work products provided under the Contract.
Contract Year 1	The Contract period prior to July 1, 2017, in which the Contractor shall complete all Year 1 Projects
COTS	Commercial Off-the-Shelf
Deliverable	Defined materials produced by the Contractor or a Subcontractor to document completion of required, billable services provided under the Contract.
DAC	Deliverable Acceptance Criteria
Department or DFS	Florida Department of Financial Services
DFI	Division of Financial Institutions within the Office of Financial Regulation
Division or DIS	Florida Department of Financial Services Division of Information Systems
F.S.	Florida Statutes
FY	State of Florida Fiscal Year, which begins July 1
Future State System	The REAL System, consisting of current functionality prior to July 1, 2015, and all additional functionality after completion of the Year 1 Projects.
Go-Live	The day on which the System enters into its Operations and Maintenance Program mode, on July 1, 2017.
ISDM	Information Systems Development Methodology. The DFS DIS-



	approved development methodology may be found at <a href="http://www.myfloridacfo.com/Division/DIS/ISDM/">http://www.myfloridacfo.com/Division/DIS/ISDM/</a> .
Intellectual Property	Intangible asset that consists of human knowledge and ideas.
Iron Data	Iron Date, Inc. – Prior name of the software development company and owners/licensers of the Versa:Regulation and Versa:Online COTS software. Merged with MicroPact, Inc. in 2015.
IRMAG	Information Resource Management Advisory Group
ITN	Invitation to Negotiate DFS (OFR) ITN 15/16-06
Key Personnel	The Contractor's Project Manager, and on-site staff, including the Software Team Lead, assigned to provide services under the Contract.
Major System Enhancement	A System enhancement with major complexity and duration of 80 or more total hours that requires additional Contractor resources.
MicroPact, Inc.	See "Iron Data" above.
NMLS	Nationwide Multistate Licensing System (formerly Nationwide Mortgage Licensing System)
O&M	REAL System operations and maintenance, including enhancements other than Major System Enhancements
O&M Team Member	OFR division staff assigned to work directly with the Contractor's on-site staff to provide System and business matter expertise in support of the REAL System.
OFR Business Hours	7:00 AM through 7:00 PM (ET) on all Business Days
Office or OFR	State of Florida Office of Financial Regulation
Party or Parties	One or both parties to the Contract (OFR and/or the Contractor)
Performance Standards	Specific measurement indicators assigned to Contract tasks representing required timeliness and output quality
PMBOK	Project Management Body of Knowledge
PMI	Project Management Institute
PMP	Project Management Plan
PMP©	Project Management Professional
Project(s)	One or all of the REAL System support and improvement projects as specified in the Contract Scope of Work
Project Manager	The Contractor's PMI-certified Project Management Professional (PMP©) to be OFR's single point of contact with overall responsibility for the Contractor's through and timely completion of the Year 1 Projects, and any future projects related to Major System Enhancements during the Operations and Maintenance Program phase of the Contract.
QA	Quality Assurance
REAL	Regulatory Enforcement and Licensing System
SIR	Service Inquiry Request, submitted through OFR's issue tracking system
SLA	Service Level Agreement
SLM	Service Level Metric
SME/SMA	Subject Matter Expert/Subject Matter Advisor
SOW	Scope of Work
Software Release Life Cycle	Stages of development and maturity for software, ranging from its initial development to its eventual release, and including updated versions of the released version to help improve the software or fix



	bugs still present in the software.
Software Team Lead	A role defined for the Operations and Maintenance Program. The Software Team Lead (STL) is critical to managing and directing all on-site Contractor work activities and resources related to supporting the REAL architecture and supporting products.
State	State of Florida
State Data	Any data or information of or concerning the State or OFR that is provided to or obtained by the Contractor or Contractor Personnel in connection with the Contracted services, or the performance of the contractor's obligations under the Contract, including any such data and information that either (i) is created, generate, collected or processed by Contractor personnel in the performance of the Contractor's Contract obligations, including data processing input and output, performance measurements, asset information, reports, third party service and product Contracts, and the Contractors charges to OFR, or (i) resides in or is accessed through OFR's operating environment or the Contractor's Service delivery infrastructure, as well as any data and information derived from the foregoing.
Subcontractor/Subcontract	A company to which the Contractor delegates performance of a portion of the Contracted Services under a Subcontract with that company.
System	REAL System
UAT	User Acceptance Testing
Unauthorized Removal	Removal or reassignment of the Contractor's OFR-approved Key Personnel without prior OFR Contract Manager approval, other than due to illness, disability, resignation or termination for cause.
VO	Versa:Online – COTS software solution to replace the REAL System's custom online services portal
VR	Versa:Regulation – COTS software package that forms the core of the REAL System
Versa:Online Services Portal	The REAL System portal solution to replace the original custom portal
Year 1 Projects	Operations and Maintenance Transition Project, Portal Replacement Project, and DFI Migration Project, as described in the Contract Scope of Work.

# **Exhibit 1 – REAL System Background and Technical Specifications**

**REGULATORY ENFORCEMENT AND LICENSING (REAL)  
SYSTEM SUPPORT AND IMPROVEMENTS**

**DFS OFR ITN 15/16-06**

**The State of Florida  
OFR of Financial Regulation**

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## 1. SYSTEM HISTORY AND OVERVIEW

To respond to the dynamic demands of the industry and citizenry, the OFR undertook a significant legislative, organizational, and technical restructuring that transformed the OFR. The technical restructuring focused on replacing more than 20 legacy systems with a single comprehensive financial regulatory management system with the goal of improving the efficiency of fiscal, licensing, examination, complaint intake, financial investigations and legal processes. Making the transition to a single system also presented the opportunity to combine and automate several core processes that required significant manual effort. The technical solution also includes a web portal to promote self-service access for the public and license holders.

The OFR contracted with a systems integrator to design, build, and implement the Regulatory Enforcement and Licensing (REAL) system. The solution was designed using commercial-off-the-shelf (COTS) packages and new custom development to create a high-quality solution using an optimal combination of components to meet requirements effectively and cost efficiently.

The REAL system consists of the following major components:

- 1) A COTS licensing and regulation application called Versa Regulation (MicroPact, Inc.).
- 2) A custom developed Online Portal allowing enhanced capabilities for online application submittal, license renewal, electronic payment and complaint submittal.
- 3) A FileNet document imaging and document management system.
- 4) A data repository supporting data mining and reporting services through SQL.

Release 1 of the REAL System was deployed on March 24, 2008 and focused on specific license types regulated by the OFR, core functionality of the Online Portal, and COTS applications. Release 2 was deployed on January 20, 2009 and included all remaining license types regulated by the OFR as well as scanning and imaging functionality. Most functional areas of the OFR utilize the REAL system in some capacity.

The REAL System provides the following functionality to the OFR:

- On-Line application filing
- On-Line complaint filing
- On-Line compliance filings (renewals, quarterly reports, amendments)
- On-Line Public Searches for legal orders, licensed entities
- Case Management for Examinations, Complaints, Investigations, Legal, and Public Records Requests
- License processing for applications, renewals, amendments
- Tracking and accounting for fees received related to licenses, fines and examinations (i.e. CODA)
- Workflow functionality-assignment of work based on pre-defined business rules and advancement of work based on case or license processing activities
- Imaging and electronic storage of related documents
- Ad-Hoc Reports
- Interfacing with Department of Financial Services systems, Bank of America, Florida Department of Law Enforcement, National Multistate Licensing System (NMLS), Bank of

America, FileNet, DFS DIS, FDIC, FDLE, DPP, CCDB, CODA, FFIEC, FDIC (Genesis), NCUA (ARIES) and Deferred Presentment Provider system.

- Integration with the Nationwide Multistate Licensing System (NMLS)
- Employee Training Modules

The REAL System is currently under an operations and maintenance contract with an external support provider located in Tallahassee, Florida to provide application support. The OFR oversees all activities and functions of the external support provider.

## 2. TECHNICAL SPECIFICATIONS

### 2.1 Definitions

Term or Abbreviation	Definition
API	Application Programming Interface
C#	Microsoft Visual C# programming language.
CODA	Cashiers Office Deposit Automation
COTS	Commercial Off-the-Shelf
DFS DIS	Department of Financial Services, Division of Information Systems
DNS	Domain Name Server
JDBC	Java Database Connectivity.
Iron Data	Iron Data, Inc. – Prior name of the software development company and owners/licensers of the Versa:Regulation and Versa:Online COTS packages. Merged with MicroPact, Inc. in 2015
LDAP	Lightweight Directory Access Protocol
MicroPact, Inc.	Merged with Iron Data, Inc. in 2015. Current software owner and licensor of the Versa:Regulation and Versa:Online COTS packages.
NMLS (NMLS&R)	Nationwide Multistate Licensing System and Registry (formerly “Nationwide Mortgage Licensing System”)
Online Portal	A single point of access to the REAL system via the web
SAFE Act	Secure and Fair Enforcement for Mortgage Licensing Act of 2008.
Schema	A collection of database tables.
SIR	Systems Investigations Request submitted through OFR’s issue tracking system
SNMP	Simple Network Management Protocol
REAL	Regulatory Enforcement and Licensing System
Redundancy	Redundancy is a fault-tolerant technique where a secondary hardware and software takes over when the primary system fails or works in conjunction to provide high performance and uninterrupted continuity.
VR	Versa:Regulation – Licensing and regulation COTS software package that forms the core of the REAL system.
VR Database	The Versa:Regulation data Schema.
XML	Extensible Markup Language - a language used for the formatting of transmitted data.
XML Web Services	Standard method for transmitting data via XML (extensible markup language).

## 2.2 REAL Architecture

As of October, 2013 the REAL infrastructure was converted from a physical set of servers to a set of virtual servers, maintained by the DFS DIS. The DIS infrastructure teams manage the virtual environments for DFS and its customers, OFR being one of them. In addition to using virtual servers, the infrastructure uses SAN storage devices, Backup and Recovery techniques, and system monitoring tools, as well as different networking equipment.

This section provides an overview of the system architecture, application architecture, physical infrastructure and hardware specifications required to support the development, implementation and operations of the Regulatory Enforcement and Licensing (REAL) System.

The REAL Architecture describes applications required and technology architecture to support and maintain the functions of the REAL System. It also describes surrounding architecture components that support business operations, including task management and reporting.

The end state REAL solution has the following technology characteristics:

- Self-service and State Portals implemented using C# and .NET framework technology and Oracle databases.
- The core Versa Regulation application, where the functionality, business rules and data associated with client applications is located.
- A reporting architecture provided using SQL Reporting Services and Versa Regulation DataMart.
- A batch architecture provided using the existing Versa Regulation batch architecture.
- A scanning and electronic document management system utilizing shared storage for imaged documentation.

## 2.3 System Architecture

The major application components comprising the REAL System are described below. These components perform specific operating functions with the overall system and are integrated tightly to provide consistent data across the enterprise.

**Versa Regulation:** Versa Regulation is commercial off-the-shelf software owned by MicroPact, Inc. (formerly Iron Data Solutions, Inc). It performs license and enforcement tracking for the enterprise and is the main system of record. It is a Java based application running on the JBoss platform with Oracle as its data store. Its User Interface is 508 compliant and completely browser based. In addition to interactive processing there are two major components of the product.

- *DataMart* – This Business Intelligence tool provides ad-hoc reporting capabilities from the Versa Regulation application on a near real time basis. It is a separate database that is populated through triggers and updates from the main Versa Regulation application.
- *Batch Scheduler* – This component of Versa Regulation provides scheduled event handling. The primary functions of the Versa Regulation Batch Scheduler are letter processing, scheduled license batch processing, scheduled report generation and interface batch processing. It is a powerful batch scheduler that can be used beyond Versa Regulation for any scheduled functions.

**Online Portal:** The REAL System Online Portal (Portal) is a custom developed component to provide self-service processing to the general public and licensees. It was developed in C# using a .NET architecture framework. The Online Portal uses an Oracle 10g database strictly for user and application management. Its primary business functions are handled through web services calls to API's that are exposed by the Versa Regulation system.

**FileNet:** The FileNet application provides scanning, imaging, document management and record retention capabilities to the enterprise. Documents related to license filings, enforcement, and legal cases are managed by the FileNet component. Electronic documents are scanned and indexed in the FileNet database and referenced to their related license or case records. Versa Regulation and the Online Portal utilize symbolic links to these physical documents to provide access to them through their respective interfaces.

**Payment Authorization Vendor (Bank of America):** This vendor provides online payment functions for the self-service channel. The Online Portal uses the vendor's common gateway to request credit card validation and processing.

**Active Directory:** The Active Directory structure is utilized to provide single sign on functionality for the Versa Regulation package. Versa Regulation utilizes custom built APIs to access the users Active Directory information and map it to Versa Regulation security structure.

## 2.4 Architecture Layers

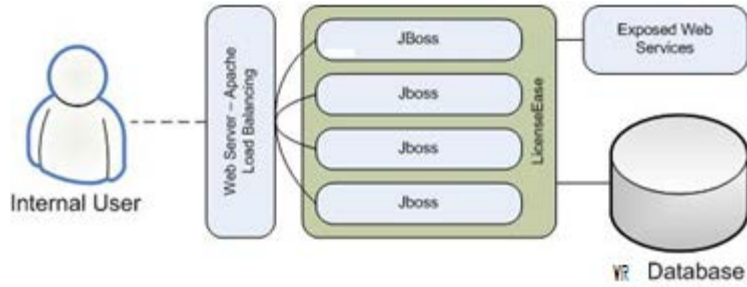
The REAL system is a web-based application built using .NET and JAVA technology. The architecture consists of six distinct layers. Each layer represents a logical partition of the application processing in the system. Each layer has a unique responsibility or purpose in the system and is logically separated from, and loosely couple with the adjacent layer. The following layers make up the REAL Technical System Architecture:

1. Security Layer
2. Presentation Layer
3. Business/Function Services Layer
4. Common Services
5. Data and Business Integration
6. Database Layer

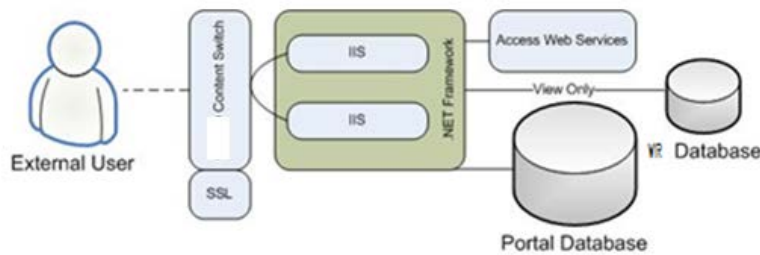
## 2.5 System Architecture Model

This section provides information on the specific application architectures utilized by different applications that make up the REAL system. It contains information on hardware system configuration, operating system configuration and software configuration.

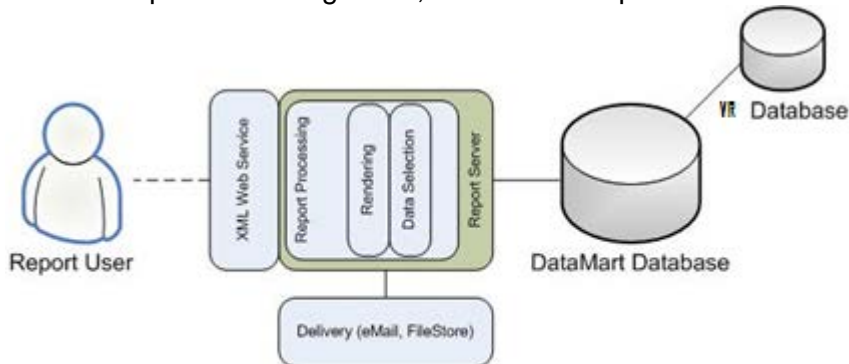
*Versa Regulation:* The Versa Regulation architecture utilizes an Apache webserver and Apache's plugin for JBoss application server to facilitate load balancing across the application tiers. The Apache web servers are accessed through the internal network through the DIS managed network infrastructure.



*Online Portal:* The Online Portal utilizes the DIS managed network infrastructure to manage incoming users routing to the Online Portal application servers. The application servers use Microsoft's .NET 2.0 Framework to deliver code custom developed to meet the business requirements in C#.

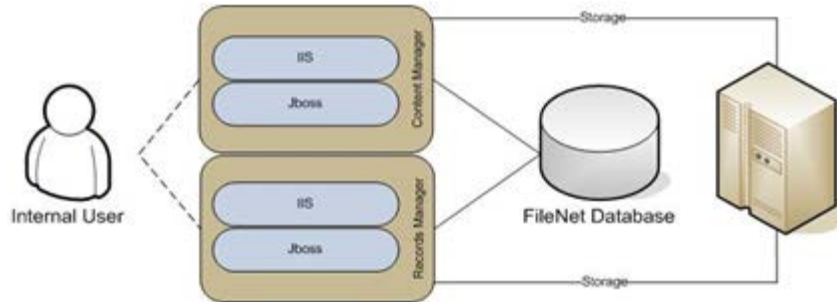


*Reporting:* SQL Reporting Services are utilized for ad-hoc reporting requirements of the REAL System. This Microsoft product utilizes IIS and XML Web Services to drive its internal report generation, scheduling and management tools. This out of the box configuration will connect to the Versa Regulation DataMart generated from near real time Versa Regulation data transactions through standard connectivity. SQL Reporting Services contains many delivery options to provide end user reports including email, store to file or post to the web for access.



*FileNet:* The FileNet architecture utilizes Microsoft native IIS to serve the Content Manager and Records Manager applications running on the JBoss application server connectivity via JDBC to the database is utilized.





The REAL System's network topology is also architected around Redundancy and failover and is maintained as part of the DFS DIS infrastructure.

## 2.6 Networking

Network strategy for the REAL System is incorporated into the DIS managed network infrastructure.

## 2.7 Application Program Interface (API)

The REAL System solution makes use of a set of web services that enable other internal systems to take advantage of IE business services from within their own systems. Provision and use of these types of service creates interdependence between systems and organizations. The use of the services allows for the following:

- The ability to send data directly to the REAL system
- Replacement of batch interfaces with interactive interfaces that provide a faster turnaround time
- Inquiry capabilities
- Access to business rules

Several application interfaces are used to provide business functions to the Online Portal.

## 2.8 Batch Scheduling

MicroPact's Batch Scheduler product determines which jobs shall be run in the Versa Regulation batch system, and in what order. It manages both scheduled jobs submitted ad-hoc from the interactive application and autonomously run jobs for which pre-determined schedules have been established.

## 2.9 Monitoring

The REAL System's servers and as well as the Oracle and Windows Server software are compatible with the current monitoring tools at OFR.

A variety of monitoring applications are used, ranging from COTS software and custom scripting. Monitoring of the REAL system is incorporated in the DIS maintained monitoring tool. The device status and notification are core capabilities of the monitoring services, performance metrics and trending analysis abilities incorporated within each of the applications enable informed decisions on the best use of infrastructure resources to be made. The core applications used to monitor the infrastructure within the REAL System solution are described below.

### **2.9.1 Quest Spotlight:**

**Spotlight® on Oracle** allows you to quickly discover any performance bottleneck—in real-time or historically—using the granular record and playback function. Spotlight identifies and diagnoses thousands of performance issues, whether it's a specific user, resource-intensive SQL transaction, I/O bottleneck, lock wait or other exact source. Spotlight for Oracle automatically sets a baseline of normal activity for each instance, and can automatically set thresholds and display alerts when it detects performance bottlenecks of any kind.

### **2.9.2 Custom Scripting**

Custom scripting is used to integrate the various monitoring and tracking applications. While many applications incorporate SNMP based alerting that can be correlated within NIMBUS, others without this capability must be monitored exclusively with custom scripts. The widest used example of custom scripting is keyword monitoring within system log files. Scripts are written to look for particular words or instances which then trigger an email/pager notification upon discovery. Scripting is also used to automate the response of services such as LDAP and DNS to ensure query responses are received within specified timeframes.

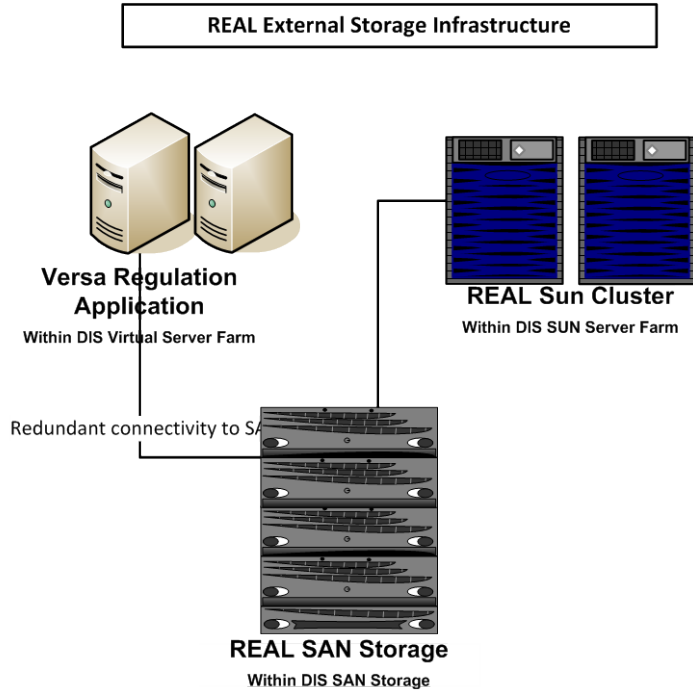
## **2.10 Architecture Component Summary**

### **2.10.1 Storage Area Network (SAN) Specifications**

#### *Storage Area Network (SAN) Specification*

To support the REAL System, the storage for all components is contained within a SAN solution that is supported by the DIS UNIX team.

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**Figure 6– EMC SAN Redundancy Overview**

**2.10.2 Peripherals**

In each of the four remote OFR locations, there are multi-function machines utilized for document scanning to a sweep location configured on the online transactional server.

**2.11 REAL Integration with NMLS**

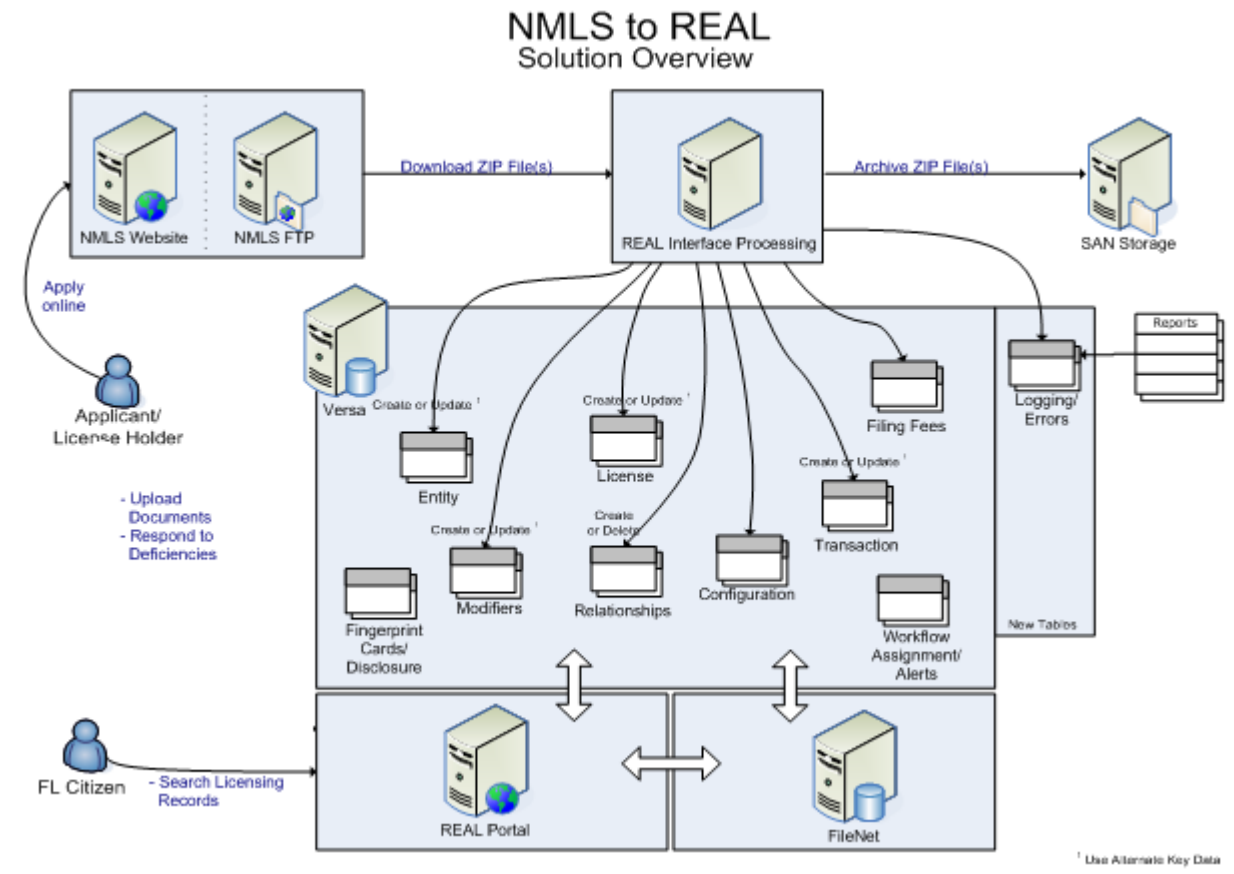
The “Secure and Fair Enforcement for Mortgage Licensing Act of 2008”, or “S.A.F.E. ACT”, mandated that all Mortgage Loan Originators in the United States be licensed or registered through the Nationwide Multistate Licensing System and Registry (NMLS/R).

To meet Florida’s obligation to enact the SAFE Act, the Florida Regulatory Enforcement and Licensing (REAL) System was updated in 2010 to integrate with the NMLS for all mortgage related licenses.

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### 2.11.1 NMLS to REAL Solution Overview

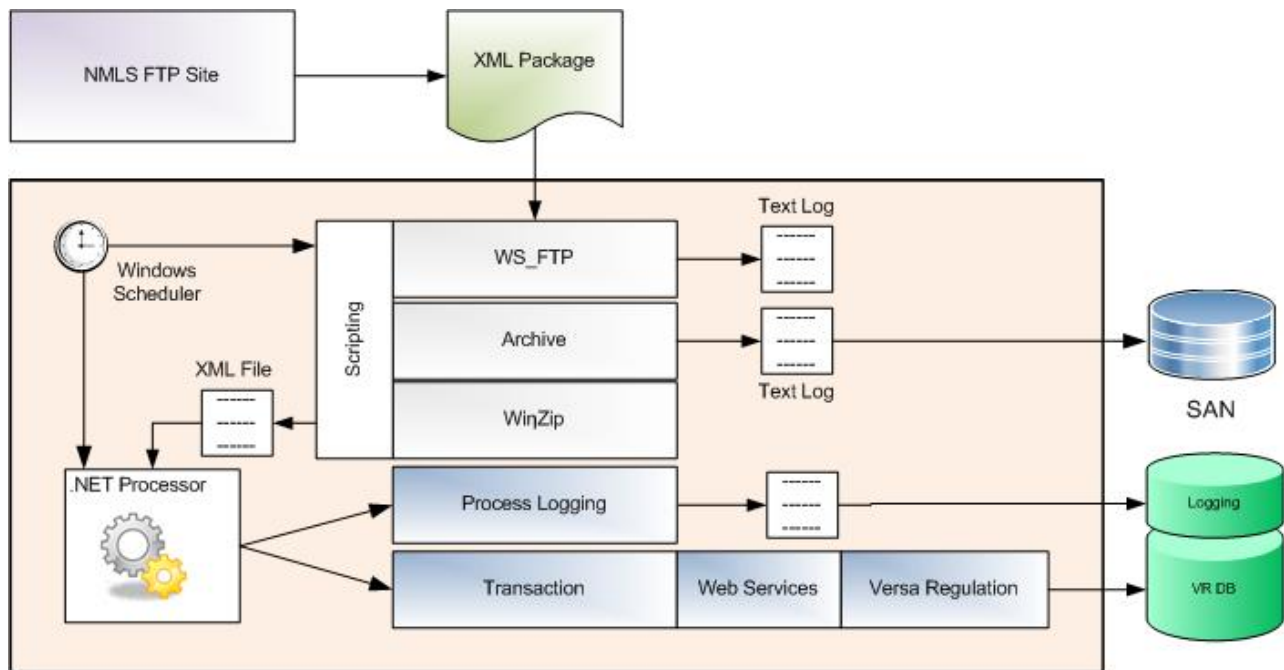
The current process that NMLS provides is daily download XML files that are accessed through an automated interface. NMLS makes quarterly changes and provides an Impact Summary and Download Specifications document. These changes may or may not affect OFR's current System processes, but can require extensive code changes within that particular quarter, if necessary. This process is subject to change as NMLS changes its system processes. The diagram below depicts the NMLS to REAL system overview.



### 2.11.2 Technical Execution Environment

The existing transaction servers are leveraged as the execution infrastructure for the NMLS interface functions. The following components exist on the transaction cluster to support these functions:

The conceptual architecture is depicted in the diagram below.



### 2.11.3 Scripting, Processing, Scheduling, and Logging

Windows scripting is used as the primary file handling application for the NMLS system. The processing of the unpacked XML files is handled through a custom .NET application compiled to run in a standalone mode. Control-M is leveraged to schedule and execute both the scripting component of the process as well as the execution of the .NET processor code. Logging of both the file retrieval and archival of physical data files is written from the execution of the batch script.

## Exhibit 2 – PUR 1000

### State of Florida PUR 1000 General Contract Conditions

#### Contents

1. Definitions.
2. Purchase Orders.
3. Product Version.
4. Price Changes Applicable only to Term Contracts.
5. Additional Quantities.
6. Packaging.
7. Inspection at Contractor's Site.
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9. Americans with Disabilities Act.
10. Literature.
11. Transportation and Delivery.
12. Installation.
13. Risk of Loss.
14. Transaction Fee.
15. Invoicing and Payment.
16. Taxes.
17. Governmental Restrictions.
18. Lobbying and Integrity.
19. Indemnification.
20. Limitation of Liability.
21. Suspension of Work.
22. Termination for Convenience.
23. Termination for Cause.
24. Force Majeure, Notice of Delay, and No Damages for Delay.
25. Changes.
26. Renewal.
27. Purchase Order Duration.
28. Advertising.
29. Assignment.
30. Antitrust Assignment
31. Dispute Resolution.
32. Employees, Subcontractors, and Agents.
33. Security and Confidentiality.
34. Contractor Employees, Subcontractors, and Other Agents.
35. Insurance Requirements.
36. Warranty of Authority.
37. Warranty of Ability to Perform.
38. Notices.

- 39. Leases and Installment Purchases.
- 40. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE).
- 41. Products Available from the Blind or Other Handicapped.
- 42. Modification of Terms.
- 43. Cooperative Purchasing.
- 44. Waiver.
- 45. Annual Appropriations.
- 46. Execution in Counterparts.
- 47. Severability.

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

(a) “Contract” means the legally enforceable agreement that results from a successful solicitation. The parties to the Contract will be the Customer and Contractor.

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

(c) “Product” means any deliverable under the Contract, which may include commodities, services, technology or software.

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

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

**3. Product Version.** Purchase orders shall be deemed to reference a manufacturer’s most recently release model or version of the product at the time of the order, unless the

Customer specifically requests in writing an earlier model or version and the contractor is willing to provide such model or version.

**4. Price Changes Applicable only to Term Contracts.** If this is a term contract for commodities or services, the following provisions apply.

(a) Quantity Discounts. Contractors are urged to offer additional discounts for one time delivery of large single orders. Customers should seek to negotiate additional price concessions on quantity purchases of any products offered under the Contract. State Customers shall document their files accordingly.

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

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

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

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

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



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

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

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

**9. Americans with Disabilities Act.** Contractors should identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.

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

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

**12. Installation.** Where installation is required, Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the Contract or purchase order. Contractor's authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally

unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

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

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

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

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

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

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

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

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

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

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

**18. Lobbying and Integrity.** Customers shall ensure compliance with Section 11.062, FS and Section 216.347, FS. The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Customer's Inspector General, or other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the

Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for the longer of (1) three years after the expiration of the Contract or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dhis.dos.state.fl.us/barm/genschedules/gensched.htm>). The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

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

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

The Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or Customer giving the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the State or Customer in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.

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

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

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

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

**23. Termination for Cause.** The Customer may terminate the Contract if the Contractor fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is

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

**24. Force Majeure, Notice of Delay, and No Damages for Delay.** The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Customer. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to Customers, in which case the Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

**25. Changes.** The Customer may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. The Customer may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of

performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld. If unusual quantity requirements arise, the Customer may solicit separate bids to satisfy them.

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

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

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

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

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

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

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

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

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

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

**31. Dispute Resolution.** Any dispute concerning performance of the Contract shall be decided by the Customer's designated contract manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within twenty one (21) days from the date of receipt, the Contractor files with the Customer a petition for administrative hearing. The Customer's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

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

**32. Employees, Subcontractors, and Agents.** All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request,



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

**33. Security and Confidentiality.** The Contractor shall comply fully with all security procedures of the United States, State of Florida and Customer in performance of the Contract. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Customer. The Contractor shall not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the State's or Customer's confidential information, or material that is otherwise obtainable under State law as a public record. To insure confidentiality, the Contractor shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.

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

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

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

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

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

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

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

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

**42. Modification of Terms.** The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the

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

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

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

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

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

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

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

## Exhibit 3 – PUR 1001

### State of Florida PUR 1001 General Instructions to Respondents

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

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

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

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

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

**4. Terms and Conditions.** All responses are subject to the terms of the following sections of this solicitation, which, in case of conflict, shall have the order of precedence listed:

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

The Buyer objects to and shall not consider any additional terms or conditions submitted by a respondent, including any appearing in documents attached as part of a respondent's response. In submitting its response, a respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a response, shall be grounds for rejecting a response.

**5. Questions.** Respondents shall address all questions regarding this solicitation to the Procurement Officer. Questions must be submitted via the Q&A Board within MyFloridaMarketPlace and must be RECEIVED NO LATER THAN the time and date reflected on the Timeline. Questions shall be answered in accordance with the Timeline. All questions submitted shall be published and answered in a manner that all respondents will be able to view. Respondents shall not contact any other employee of the Buyer or the State for information with respect to this solicitation. Each respondent is responsible for monitoring the MyFloridaMarketPlace site for new or changing information. The Buyer shall not be bound by any verbal information or by any written information that is not contained within the solicitation documents or formally noticed and issued by the Buyer's contracting personnel. Questions to the Procurement Officer or to any Buyer personnel shall not constitute formal protest of the specifications or of the solicitation, a process addressed in paragraph 19 of these Instructions.

**6. Conflict of Interest.** This solicitation is subject to chapter 112 of the Florida Statutes. Respondents shall disclose with their response the name of any officer, director,

employee or other agent who is also an employee of the State. Respondents shall also disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the respondent or its affiliates.

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

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

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

- submit a bid on a contract to provide any goods or services to a public entity;
- submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- submit bids on leases of real property to a public entity;
- be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or
- transact business with any public entity.

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

- The respondent is not currently under suspension or debarment by the State or any other governmental authority.
- To the best of the knowledge of the person signing the response, the respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
- Respondent currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
- The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.

- The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other respondent or potential respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any respondent or potential respondent, and they will not be disclosed before the solicitation opening.
- The respondent has fully informed the Buyer in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a) of the Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.
- Neither the respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:
  - Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
  - Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.
- The product offered by the respondent will conform to the specifications without exception.
- The respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.
- If an award is made to the respondent, the respondent agrees that it intends to be legally bound to the Contract that is formed with the State.
- The respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response.
- The respondent shall indemnify, defend, and hold harmless the Buyer and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the respondent's preparation of its bid.
- All information provided by, and representations made by, the respondent are material and important and will be relied upon by the Buyer in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Buyer of the true facts relating to submission of the bid. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817 of the Florida Statutes.

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

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

Respondent must be prepared, if requested by the Buyer, to present evidence of experience, ability, and financial standing, as well as a statement as to plant, machinery, and capacity of the respondent for the production, distribution, and servicing of the product bid. If the Buyer determines that the conditions of the solicitation documents are not complied with, or that the product proposed to be furnished does not meet the specified requirements, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, the Buyer may reject the response or terminate the Contract. Respondent may be disqualified from receiving awards if respondent, or anyone in respondent's employment, has previously failed to perform satisfactorily in connection with public bidding or contracts. This paragraph shall not mean or imply that it is obligatory upon the Buyer to make an investigation either before or after award of the Contract, but should the Buyer elect to do so, respondent is not relieved from fulfilling all Contract requirements.

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

**13. Electronic Posting of Notice of Intended Award.** Based on the evaluation, on the date indicated on the Timeline the Buyer shall electronically post a notice of intended award at [http://fcn.state.fl.us/owa\\_vbs/owa/vbs\\_www.main\\_menu](http://fcn.state.fl.us/owa_vbs/owa/vbs_www.main_menu). If the notice of award is delayed, in lieu of posting the notice of intended award the Buyer shall post a notice of the delay and a revised date for posting the notice of intended award. Any person who is adversely affected by the decision shall file with the Buyer a notice of protest within 72



hours after the electronic posting. The Buyer shall not provide tabulations or notices of award by telephone.

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

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

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

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

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

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

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

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

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

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

**21. Limitation on Vendor Contact with Agency During Solicitation Period.**

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

Exhibit 4 – Non-Disclosure Agreement



FLORIDA OFFICE OF FINANCIAL REGULATION

www.FLOFR.com

DREW J. BREAKSPEAR  
COMMISSIONER

NON-DISCLOSURE AGREEMENT

Non-Disclosure Agreement of Confidential and Regulatory Information

I, the undersigned, acknowledge and agree that as either a contracted employee of the Division of Information Systems of the Florida Department of Financial Services (DFS), or a contract employee for the Florida Office of Financial Regulation (OFR), my duties and responsibilities may bring me into contact with information or information technology resources that are confidential and exempt from the public records provisions of Chapter 119, Florida Statutes.

I acknowledge that I do not have a complete understanding of all the public records and confidentiality provisions found in the Florida Statutes; however, I do understand that it is a felony under the Florida Statutes to disclose certain confidential information. For this reason, I agree not to disclose to any unauthorized person(s) any information from any regulatory/operational database. Further, I agree to safeguard and secure regulatory/operational information, including confidential information.

I understand and agree that I shall not search, explore or otherwise access and/or copy any regulatory/operational database information without the permission of the respective agency (DFS or OFR) database administrator.

I understand and agree to report access/disclosure violations to a supervisor in my unit, or DFS's Computer Security Incident Response Team (CSIRT) and, as appropriate, to OFR.

I acknowledge, understand, and agree that my breach of this Agreement may affect both my status with       (Contractor Name)      , and       (Contractor Name)      's status with OFR. I acknowledge, understand, and agree that my breach of this Agreement may lead to both civil legal actions to enforce this Agreement, and the possibility of criminal penalties.

I understand and agree that the duration of this Agreement and the prohibitions contained herein are perpetual, and that my obligations under this Agreement shall continue even after my separation from employment under a contract with DFS or OFR.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date Signed

**FORM 1**  
**MANDATORY CRITERIA CHECKLIST**  
**DFS OFR ITN 15/16-06**  
**Regulatory Enforcement and Licensing (REAL) System Support and Improvements**

This form must be completed by the Respondent and submitted in its Response.

**Terms:** The Respondent acknowledges that OFR will rely on the representations made on this form in making its Contract award decision. If the Department or OFR discovers that any of the information on this form is false prior to the Contract award, it will determine the Respondent non-responsive. If the Department or OFR discovers that any information on this form is false after the Contract award to the Respondent, OFR reserves the right to terminate the Contract and the Respondent will be liable for costs associated with re-procuring the services.

1. Does Respondent certify that it agrees to the terms above?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
2. Does Respondent certify that the person submitting the Response is authorized to respond to this ITN on the Respondent's behalf?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
3. Does Respondent certify that all persons, companies, or parties interested in the Response as principals of the Respondent are named herein, and the Response is made without collusion with any other persons, company or parties submitting a Response, and the Response is made in good faith?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
4. Does Respondent certify that it is not a Discriminatory Vendor or Convicted Vendor as defined in section 7 and 8 of the PUR 1001 form?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
5. Does Respondent certify compliance with section 9 of the PUR 1001?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
6. Does Respondent certify that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
7. Does Respondent certify that it will submit to OFR the required Performance Bond, as specified in Section D-1 of ITN ATTACHMENT B, Scope of Work?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
8. Does the Respondent certify that it meets the requirements for insurance specified in section 9 of ITN Attachment A, Contract?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
9. Does the Respondent certify that, prior to providing services under the Contract all Contractor and Subcontractor staff with access to the Department's or OFR's systems and data will complete Level 2 background screenings and submit the required background screening results as required in section D-4.1 of ITN ATTACHMENT B, Scope of Work?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
10. Does the Respondent certify that, prior to providing services under the Contract all Contractor and Subcontractor staff with access to the Department's or OFR's systems and data will submit a signed Non-Disclosure Agreement as specified in section D-4.2 of ITN ATTACHMENT B, Scope of Work, and in the form provided as ITN Exhibit 4?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
11. Does the Respondent certify that it will execute an OFR-approved subcontract with MicroPact, Inc. prior to the effective date of the Contract, as required in section A-6 of ITN ATTACHMENT B, Scope of Work?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
12. Does the Respondent agree to not seek indemnification from the Department for any costs or services?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
13. Did the Respondent submit a separately sealed cost or Cost/Price Response (Form 5) per the instructions in section 3.6 of the ITN.	YES <input type="checkbox"/>	NO <input type="checkbox"/>
14. Does the Respondent meet the requirements for having no known Conflicts of Interest as outlined in section 6 of the PUR 1001	YES <input type="checkbox"/>	NO <input type="checkbox"/>
15. As a minimum qualifications requirement, Respondents must have a Florida business registration, to the extent required by section 607.1501, F.S., which registration is with the Secretary of State. Does the Respondent certify that it is registered or will be registered before the effective date of any contract resulting from this solicitation?	YES <input type="checkbox"/>	NO <input type="checkbox"/>

As the person authorized to sign this form on behalf of the Respondent, I certify that the Respondent complies fully with the above requirements. False statements are punishable by law.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2015.

Name of Organization: \_\_\_\_\_

Signed by: \_\_\_\_\_

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

FORM 2

Opinion of Out-of-State Respondent's Attorney on Bidding Preferences

DFS OFR ITN 15/16-06

Regulatory Enforcement and Licensing (REAL) System Support and Improvements

Opinion of Out-of-State Respondent's Attorney on Bidding Preferences

(Sections I and II must be completed by the Attorney for an Out-of-State Respondent)

Notice: section 287.084(2), Florida Statutes provides that "a vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state [or political subdivision thereof] to its own business entities whose principal place of business are in that foreign state in the letting of any or all public contracts." See also: section 287.084(1), Florida Statutes.

I. Legal Opinion about State Bidding Preferences

(Please select one)

\_\_\_\_\_ The Respondent's principal place of business is in the State of \_\_\_\_\_ and it is my legal opinion that the laws of that state **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that state.

\_\_\_\_\_ The Respondent's principal place of business is in the State of \_\_\_\_\_ and it is my legal opinion that the laws of that state **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that state: [Please describe applicable preference(s) and identify applicable state law(s)]

II. Legal Opinion about Political Subdivision Bidding Preferences

(Please select one)

\_\_\_\_\_ The Respondent's principal place of business is in the political subdivision of \_\_\_\_\_ and it is my legal opinion that the laws of that political subdivision **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision.

\_\_\_\_\_ The Respondent's principal place of business is in the political subdivision of \_\_\_\_\_ and it is my legal opinion that the laws of that political subdivision **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision: [Please describe applicable preference(s) and identify applicable authority granting the preference(s)]

Signature of out-of-state Respondent's attorney:

Printed name of out-of-state Respondent's attorney:

Address of out-of-state Respondent's attorney:

Telephone number of out-of-state Respondent's attorney:

Attorney's state of bar admission:

## FORM 3

### (Optional) Identical Tie Response Certification

DFS OFR ITN 15/16-06

#### Regulatory Enforcement and Licensing (REAL) System Support and Improvements

In the event of identical tie Responses, preference shall be given to the Respondent who (check the applicable block) certifies one or more of the following:

- A. The response is from a certified minority-owned firm or company;
- B. A veteran owned business certified according to section 295.187, Florida Statutes.
- C. A Florida-based business having at least one of the following characteristics:
  - 1) Fifty-one percent of the company is owned by Floridians; or
  - 2) Employs a workforce for this project or contract that is at least 51% Floridians; or
  - 3) More than 51% of business assets of the company, excluding bank accounts, are located in Florida.
- D. The response is from a Florida-domiciled entity
- E. The commodities are manufactured, grown, or produced within this state;
- F. Foreign manufacturer with a factory in the State employing over 200 employees working in the State.
- G. Businesses with drug-free workplace programs. Whenever two (2) or more solicitation 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 solicitation 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 solicitation Responses will be followed if none of the tied Respondents 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, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
  - 3) Give each employee engaged in providing the commodities or contractual services that are under solicitation a copy of the statement specified in subsection (1).

- 4) In the statement specified in subsection (1), notify the employees, as a condition of working on the commodities or contractual services that are under contract, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any State, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

I certify that this firm complies fully with the above-selected requirements. (If item E above is selected, subsections "1" through "6" have been met.)

Contractor's Name: \_\_\_\_\_

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



**FORM 4**

**CLIENT REFERENCE FORM**

**DFS OFR ITN 15/16-06**

**Regulatory Enforcement and Licensing (REAL) System Support and Improvements**

**CLIENT #1**

**Respondent's Full Legal Name:**

---

In the spaces provided below, the Respondent shall list the name(s) under which it operated while providing services for the below named client

---

---

**Client's Name:**

---

**Address:**

---

**Primary Client Contact Person:**

**Alternate Client Contact Person:**

---

**Primary Client Phone Number:**

**Alternate Client Phone Number:**

---

**Contract Performance Period:**

---

**Location of Services:**

---

**Brief description of the services performed by the Respondent for the above named client:**

**FORM 4**

**CLIENT REFERENCE FORM**

**DFS OFR ITN 15/16-06**

**Regulatory Enforcement and Licensing (REAL) System Support and Improvements**

**CLIENT #2**

**Respondent's Full Legal Name:**

---

**In the spaces provided below, the Respondent shall list the name(s) under which it operated while providing services for the below named client.**

---

---

**Client's Name:**

---

**Address:**

---

**Primary Client Contact Person:**

**Alternate Client Contact Person:**

---

**Primary Client Phone Number:**

**Alternate Client Phone Number:**

---

**Contract Performance Period:**

---

**Location of Services:**

---

**Brief description of the services performed by the Respondent for the above named client:**

**FORM 4**

**Client Reference Form**

**DFS OFR ITN 15/16-06**

**Regulatory Enforcement and Licensing (REAL) System Support and Improvements**

**CLIENT #3**

**Respondent's Full Legal Name:**

---

**In the spaces provided below, the Respondent shall list the name(s) under which it operated while providing services for the below named client**

---

---

**Client's Name:**

---

**Address:**

---

---

**Primary Client Contact Person:**

**Alternate Client Contact Person:**

---

**Primary Client Phone Number:**

**Alternate Client Phone Number:**

---

**Contract Performance Period:**

---

**Location of Services:**

---

**Brief description of the services performed by the Respondent for the above named client:**

**FORM 4**

**Client Reference Form**

**DFS OFR ITN 15/16-06**

**Regulatory Enforcement and Licensing (REAL) System Support and Improvements**

**Client Reference Questionnaire and Score Sheet for Past Performance**

<b>Respondent's Name:</b>	
<b>Client's Name:</b>	
<b>Primary Client Contact:</b>	
<b>Client Phone Number</b>	
<b>Alternate Client Contact:</b>	
<b>Alternate Client Phone Number:</b>	

<b>The following questions will be asked of each client reference provided in the Response:</b>	<b>SCORE</b>
1. Briefly describe the services the Respondent performed for your organization:	N/A
2. How would you rate your initial contract implementation with this Respondent in terms of an efficient start-up of services? Excellent = 5; Good = 4; Acceptable = 3; Fair = 2; Poor = 1	
3. How would you rate the performance of the Respondent in terms of meeting all service delivery deadlines? Excellent = 5; Good = 4; Acceptable = 3; Fair = 2; Poor = 1	
4. How would you rate the performance of the Respondent in terms of meeting all of its reporting deadlines and providing accurate information? Excellent = 5; Good = 4; Acceptable = 3; Fair = 2; Poor = 1	
5. How would you rate the performance of the Respondent in terms of meeting overall contract requirements? Excellent = 5; Good = 4; Acceptable = 3; Fair = 2; Poor = 1	
6. How would you rate the adequacy of the Respondent's staffing levels in order to meet the requirements of your contract? Excellent = 5; Good = 4; Acceptable = 3; Fair = 2; Poor = 1	
7. How would you rate how well the Respondent's key staff advise(d) you and keep/kept you well informed of contract matters? Excellent = 5; Good = 4; Acceptable = 3; Fair = 2; Poor = 1	
8. How would you rate the Respondent's responsiveness in terms of providing information and resolving issues or concerns? Excellent = 5; Good = 4; Acceptable = 3; Fair = 2; Poor = 1	
9. How would you rate the knowledge and expertise of the Respondent's assigned staff in terms of the services provided to you? Excellent = 5; Good = 4; Acceptable = 3; Fair = 2; Poor = 1	
10. How likely would you be to contract with this Respondent again? Definitely = 5; Very Likely = 4; Likely = 3; Unlikely = 2; Definitely Not = 1	
<b>Total Client Score (Average of questions 2-10):</b>	

Reference Verified by:

\_\_\_\_\_

\_\_\_\_\_

Name (printed)

(Signature)

\_\_\_\_\_

\_\_\_\_\_

Title

Date

**FORM 5**  
**Price Response**  
**DFS OFR ITN 15/16-06**  
**Regulatory enforcement and Licensing (REAL) System Support and Improvements**

**Respondent Name:** \_\_\_\_\_

The Respondent must complete and sign/date the worksheet templates on the following pages to calculate its proposed prices for the Year 1 Project Deliverables, subsequent, ongoing Operations and Maintenance Program Deliverables, Hourly Rate Card for unplanned Major System Enhancements, Summary of total proposed Contract costs, and proposed Contract Renewal Costs.

In addition, the Respondent may provide its proposed pricing for any optional innovative concepts included in its Response.

**RESPONDENT INSTRUCTIONS FOR COMPLETING FORM 5:**

1. Complete all pricing information requested in the Year 1 Projects worksheet, sign and date the worksheet.
2. Complete all pricing information requested in the O&M Program worksheet, sign and date the worksheet.
3. Complete the Rate Card table (Rate Card worksheet) to be utilized for future, unplanned/Major System Enhancements, sign and date the worksheet.
4. Review the Summary worksheet, sign and date the worksheet.
5. Complete the O&M Program Renewal worksheet, sign and date the worksheet.
6. Complete the Rate Card Renewal worksheet, sign and date the worksheet
7. Complete the optional Other Prices worksheet to provide alternative pricing for any proposed innovations provided in TAB 10 of the Response.

**The Respondent hereby submits the above listed worksheets, which are completed in full, and signed/dated by the Respondent's authorized representative.**

**Name of Respondent's Authorized Representative:** \_\_\_\_\_

**Signature of Authorized Representative:** \_\_\_\_\_

**Signature Date:** \_\_\_\_\_

## YEAR 1 Projects

1. Specify blended rate for all resources to be used to create specified Deliverable. (GREEN)
2. Specify hours estimated to develop the Deliverable. (YELLOW)

1. Blended Rate - Project 0

#	Project Management Deliverables - Year 1	Cost of Deliverable as % of Total Project	Blended Rate	Est. Hours	Proposed Fixed Cost
1-1	Requirements Management Plan	20%	0	0	\$ -
1-2	Scope Management Plan	10%	0	0	\$ -
1-3	Cost Management Plan	10%	0	0	\$ -
1-4	Quality Management Plan	10%	0	0	\$ -
1-5	Risk Management Plan	10%	0	0	\$ -
1-6	Change Management Plan	10%	0	0	\$ -
1-7	Configuration Management Plan	10%	0	0	\$ -
1-8	Schedule Management Plan	10%	0	0	\$ -
1-9	Procurement Management Plan	0%	0	0	\$ -
1-10	Communications Management Plan	10%	0	0	\$ -
<b>Total Cost of B-1. Project Management Framework</b>		<b>100%</b>		<b>0</b>	<b>\$ -</b>

#	O&M Transition Project Deliverables - Year 1	Cost of Deliverable as % of Total Project			
			Blended Rate	Est. Hours	Proposed Fixed Cost
2-1	Accepted Knowledge Transfer Strategy to achieve O&M Transition Solution (see section 2.3)	10%	0	0	\$ -
2-2	Accepted Knowledge Transfer Strategy to achieve O&M Transition Solution (see section 2.3)	10%	0	0	\$ -
2-3	Accepted Knowledge Transfer Schedule to achieve O&M Transition Timeline (see section 2.2)	20%	0	0	\$ -
2-4	Certify Knowledge Transfer is COMPLETE (Exit criteria demonstrated for REAL System O&M Transition Management Plan)	60%	0	0	\$ -
<b>Total Cost of B-2. Operations and Maintenance Transition</b>		<b>100%</b>		<b>0</b>	<b>\$ -</b>

#	DFI Migration Project Deliverables - Year 1	Cost of Deliverable as % of Total Project			
			Blended Rate	Est. Hours	Proposed Fixed Cost
3-1	Accepted Requirements Confirmation (see section 3.3: Business Process Mapping)	10%	0	0	\$ -
3-2	Accepted Requirements Traceability Matrix	20%	0	0	\$ -
3-3	Accepted Detailed System Configuration (see section 3.3: Business Process Mapping)	10%	0	0	\$ -
3-4	Accepted Test Cases	10%	0	0	\$ -
3-5	Executed User Acceptance Testing per the DAC	10%	0	0	\$ -
3-6	Acceptance by OFR that Training Documentation has been created, and DFI Business Users have been trained to use the system for their DFI-specific processes and needs.	40%	0	0	\$ -
<b>Total Cost of B-3. DFI Migration</b>		<b>100%</b>		<b>0</b>	<b>\$ -</b>



#	Portal Replacement Project Deliverables - Year 1	Cost of Deliverable as % of Total Project	Blended Rate	Est. Hours	Proposed Fixed Cost
4-1	Accepted Requirements Confirmation (see section 4.4)	5%	0	0	\$ -
4-2	Accepted Requirements Traceability Matrix	10%	0	0	\$ -
4-3	Accepted Detailed System Configuration	5%	0	0	\$ -
4-4	Accepted Versa:Online Services Portal Functional Design Document	10%	0	0	\$ -
4-5	Accepted Versa:Online Services Portal Technical Design Document	10%	0	0	\$ -
4-6	Accepted Versa:Online Services Portal Development and Testing Guidelines Document	10%	0	0	\$ -
4-7	Acceptance by OFR that the Versa:Online Services Portal has Completed User Acceptance Testing	10%	0	0	\$ -
4-8	Acceptance by OFR that Versa:Online Services Portal Training Documentation has been created, and Users have been trained	10%	0	0	\$ -
4-9	Acceptance by OFR that the Versa:Online Services Portal has been deployed as a Production System and stakeholders are using the portal	30%	0	0	\$ -
<b>Total Cost of B-4. Portal Replacement</b>		<b>100%</b>		<b>0</b>	<b>\$ -</b>

**The tables above include the Respondent's proposed total cost to complete each of the Year 1 Projects as specified in the Contract. The Proposed Fixed Cost for each project is a firm, fixed-price for all Deliverable components of that project, as specified in the Contract.**

**Respondent Name:** \_\_\_\_\_

**Signature of Authorized Representative:** \_\_\_\_\_

**Signature Date:** \_\_\_\_\_

## O&M Program

For each year:

1. Specify blended rate for all resources to used to support O&M. (GREEN)
2. Specify blended rate for all resources to used to conduct planned Enhancements. (GREEN)
3. Specify the number of people to support O&M, Enhancements, and Administrative Oversight (YELLOW)

**NOTE: The model assumes a work year of 2080 hours per person.**

Year 2	
1. Blended Rate - O&M	0
2. Blended Rate - Enhancements	0

#	Ongoing Operations and Maintenance Program Deliverables	3. # of People	Est. Hours	Proposed Annual Cost	Monthly Payment Amount
6-1	People Capacity for O&M	0	0	\$ -	\$ -
6-2	People Capacity for Enhancements	0	0	\$ -	\$ -
6-3	Reporting and Administrative Program Oversight	0	0	\$ -	\$ -
<b>Total Cost of B-6. Operations and Maintenance Program (Year 2)</b>		<b>0</b>	<b>0</b>	<b>\$ -</b>	<b>\$ -</b>

Year 3	
1. Blended Rate - O&M	0
2. Blended Rate - Enhancements	0

#	Ongoing Operations and Maintenance Program Deliverables	3. # of People	Est. Hours	Proposed Annual Cost	Monthly Payment Amount
6-1	People Capacity for O&M	0	0	\$ -	\$ -
6-2	People Capacity for Enhancements	0	0	\$ -	\$ -
6-3	Reporting and Administrative Program Oversight	0	0	\$ -	\$ -
<b>Total Cost of B-6. Operations and Maintenance Program (Year 3)</b>		<b>0</b>	<b>0</b>	<b>\$ -</b>	<b>\$ -</b>

Year 4	
1. Blended Rate - O&M	0
2. Blended Rate - Enhancements	0

#	Ongoing Operations and Maintenance Program Deliverables	3. # of People	Est. Hours	Proposed Annual Cost	Monthly Payment Amount
6-1	People Capacity for O&M	0	0	\$ -	\$ -
6-2	People Capacity for Enhancements	0	0	\$ -	\$ -
6-3	Reporting and Administrative Program Oversight	0	0	\$ -	\$ -
<b>Total Cost of B-6. Operations and Maintenance Program (Year 4)</b>		<b>0</b>	<b>0</b>	<b>\$ -</b>	<b>\$ -</b>

Year 5	
1. Blended Rate - O&M	0
2. Blended Rate - Enhancements	0

#	Ongoing Operations and Maintenance Program Deliverables	3. # of People	Est. Hours	Proposed Annual Cost	Monthly Payment Amount
6-1	People Capacity for O&M	0	0	\$ -	\$ -
6-2	People Capacity for Enhancements	0	0	\$ -	\$ -
6-3	Reporting and Administrative Program Oversight	0	0	\$ -	\$ -
<b>Total Cost of B-6. Operations and Maintenance Program (Year 5)</b>		<b>0</b>	<b>0</b>	<b>\$ -</b>	<b>\$ -</b>

The tables above include the Respondent's proposed total annual cost to provide the ongoing REAL System Operations and Maintenance Program services following completion of the Year 1 Projects (Contract Years 2 - 5). The Proposed Annual Cost is a firm, fixed-priced annual cost to provide all Operations and Maintenance Program services as specified in the Contract.

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

Signature of Authorized Representative: \_\_\_\_\_

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

## Hourly Services Rate Card

In the following Rate Card, the Respondent shall provide its proposed hourly rates, per position, to provide future Major System Enhancements outside of the Operations and Maintenance Program services as defined in the Contract for the initial term of the Contract. These hourly rates will be applied to the estimated effort for future, unplanned Major System Enhancements.

Operations Support Rate Card	Hourly Rate	Contractor Assumptions or Constraints
Partner / Director Senior Management Level	\$	
Project Manager / Manager Level	\$	
Architect / Subject Matter Advisor	\$	
DBA / Data Architect Level	\$	
Senior Programmer Level	\$	
Junior Programmer Level	\$	
Business Analyst Level	\$	
Help Desk / Desktop Support Level	\$	
<i>(Specify Other, if proposed)</i>	\$	
<i>(Specify Other, if proposed)</i>	\$	

The proposed hourly rates provided in the table above are firm, fixed hourly rates proposed by the Respondent with which to determine firm, fixed costs for Major System Enhancements, as requested and authorized by OFR through a Contract amendment, executed by the Parties.

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

Signature of Authorized Representative: \_\_\_\_\_

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

Summary	Est. Hours	Total Proposed Cost
Total Cost of B-1. Project Management Framework	0	\$ -
Total Cost of B-2. Operations and Maintenance Transition	0	\$ -
Total Cost of B-3. DFI Migration	0	\$ -
Total Cost of B-4. Portal Replacement	0	\$ -
Total Cost of B-6. Operations and Maintenance Program	0	\$ -
<b>GRAND TOTAL PROPOSED COST</b>	<b>0</b>	<b>\$ -</b>

The table above summarizes the Respondent's proposed total cost to provide the Year 1 project Deliverables, and subsequent Operations and Maintenance Program Deliverables for the duration of the 5 year Contract. The Total Proposed Cost is a firm, fixed-priced cost that is being included for consideration with the Response. The Total Proposed Cost provided in the above table will be valid for 180 days from the date on which it is submitted to OFR. The Respondent understands the Payment Points calculated for each of the previous worksheets (i.e. Year 1 Projects and O&M Program) may vary from the Respondents specified hours times blended rate totaly. The Payment Points calculation is based on OFR's weighting of each Deliverable based value judgment (i.e., Cost of Deliverable as % of Total Project column).

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

Signature of Authorized Representative: \_\_\_\_\_

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

## O&M Program - RENEWAL YEARS 1 - 5

For each Contract Renewal Year:

1. Specify blended rate for all resources to used to support O&M. (GREEN)
2. Specify blended rate for all resources to used to conduct planned Enhancements. (GREEN)
3. Specify the number of people to support O&M, Enhancements, and Administrative Oversight (YELLOW)

**NOTE: The model assumes a work year of 2080 hours per person.**

### Renewal Year 1

1. Blended Rate - O&M	0
2. Blended Rate - Enhancements	0

#	Ongoing Operations and Maintenance Program Deliverables	3. # of People	Est. Hours	Proposed Annual Renewal Year 1 Cost	Monthly Payment Amount
6-1	People Capacity for O&M	0	0	\$ -	\$ -
6-2	People Capacity for Enhancements	0	0	\$ -	\$ -
6-3	Reporting and Administrative Program Oversight	0	0	\$ -	\$ -
<b>Total Cost of B-6. Operations and Maintenance Program</b>			<b>0</b>	<b>\$ -</b>	<b>\$ -</b>

### Renewal Year 2

1. Blended Rate - O&M	0
2. Blended Rate - Enhancements	0

#	Ongoing Operations and Maintenance Program Deliverables	3. # of People	Est. Hours	Proposed Annual Renewal Year 2 Cost	Monthly Payment Amount
6-1	People Capacity for O&M	0	0	\$ -	\$ -
6-2	People Capacity for Enhancements	0	0	\$ -	\$ -
6-3	Reporting and Administrative Program Oversight	0	0	\$ -	\$ -
<b>Total Cost of B-6. Operations and Maintenance Program</b>			<b>0</b>	<b>\$ -</b>	<b>\$ -</b>

Renewal Year 3	
1. Blended Rate - O&M	0
2. Blended Rate - Enhancements	0

#	Ongoing Operations and Maintenance Program Deliverables	3. # of People	Est. Hours	Proposed Annual Renewal Year 3 Cost	Monthly Payment Amount
6-1	People Capacity for O&M	0	0	\$ -	\$ -
6-2	People Capacity for Enhancements	0	0	\$ -	\$ -
6-3	Reporting and Administrative Program Oversight	0	0	\$ -	\$ -
<b>Total Cost of B-6. Operations and Maintenance Program</b>			<b>0</b>	<b>\$ -</b>	<b>\$ -</b>

Renewal Year 4	
1. Blended Rate - O&M	0
2. Blended Rate - Enhancements	0

#	Ongoing Operations and Maintenance Program Deliverables	3. # of People	Est. Hours	Proposed Annual Renewal Year 4 Cost	Monthly Payment Amount
6-1	People Capacity for O&M	0	0	\$ -	\$ -
6-2	People Capacity for Enhancements	0	0	\$ -	\$ -
6-3	Reporting and Administrative Program Oversight	0	0	\$ -	\$ -
<b>Total Cost of B-6. Operations and Maintenance Program</b>			<b>0</b>	<b>\$ -</b>	<b>\$ -</b>

Renewal Year 5	
1. Blended Rate - O&M	0
2. Blended Rate - Enhancements	0

#	Ongoing Operations and Maintenance Program Deliverables	3. # of People	Est. Hours	Proposed Annual Renewal Year 5 Cost	Monthly Payment Point
6-1	People Capacity for O&M	0	0	\$ -	\$ -
6-2	People Capacity for Enhancements	0	0	\$ -	\$ -
6-3	Reporting and Administrative Program Oversight	0	0	\$ -	\$ -
<b>Total Cost of B-6. Operations and Maintenance Program</b>			<b>0</b>	<b>\$ -</b>	<b>\$ -</b>

The tables above summarize the Respondent's proposed total cost to provide the ongoing REAL System operations and maintenance services during Renewal Years 1 - 5, if such renewal is agreed to by the Parties. The Proposed Annual Renewal Year Cost is a firm, fixed-priced Renewal cost to be incorporated into the payment terms of the Contract, for any Contract Renewal periods.

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

Signature of Authorized Representative: \_\_\_\_\_

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



## Hourly Services Rate Card

In the following Rate Card, the Respondent shall provide its proposed hourly rates, per position, to provide future Major System Enhancements outside of the Operations and Maintenance Program services within Contract Renewal Years 1 - 5. These hourly rates will be applied to the estimated effort for future, unplanned Major System Enhancements.

CONTRACT RENEWAL YEARS 1 - 5		
Operations Support Rate Card	Hourly Rate	Contractor Assumptions or Constraints
Partner / Director Senior Management Level	\$	
Project Manager / Manager Level	\$	
Architect / Subject Matter Advisor	\$	
DBA / Data Architect Level	\$	
Senior Programmer Level	\$	
Junior Programmer Level	\$	
Business Analyst Level	\$	
Help Desk / Desktop Support Level	\$	
<i>(Specify Other, if proposed)</i>	\$	
<i>(Specify Other, if proposed)</i>	\$	

The proposed hourly rates provided in the table above are firm, fixed hourly rates proposed by the Respondent for Renewal Years 1 - 5 of the Contract with which to determine firm, fixed costs for Major System Enhancements, as requested and authorized by OFR through a Contract amendment, executed by the Parties.

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

Signature of Authorized Representative: \_\_\_\_\_

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

## OTHER PRICES

**If the Respondent includes optional proposed innovative approaches or concepts in its Response, it shall use this section of FORM 5 to provide any additional costs or shared savings associated with proposed value-added services or ideas. This pricing will not be scored or used in selecting a Respondent to enter into negotiations with, but may be considered by OFR during a potential negotiation with the Respondent.**