

State of Florida
Department of Financial Services
Request for Proposals (“RFP”)
DFS TR RFP 14/15-11

FLAIR Study Recommendation Review

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 RFP (which constitutes Special Conditions to PUR 1000 and PUR 1001) are incorporated and are attached as the cover sheets to this Request for Proposal as well as any requirements specified in the proposal itself. Under Florida law, a Request for Proposal may not be negotiated.

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 VENDOR MAY BE CAUSE FOR DETERMINATION OF NON-CONFORMANCE. FAILURE TO PROTECT A TRADE SECRET MAY CONSTITUTE A WAIVER OF ANY CLAIM OF CONFIDENTIALITY.

TABLE OF CONTENTS

SECTION 1. INTRODUCTION	4
1.1 Purpose.....	4
1.2 Solicitation Objective	4
1.3 Term.....	6
1.4 Definitions	6
1.5 Special Accommodations	7
1.6 Contact Person – Purchasing Agent.....	7
1.7 Supporting Documentation	8
SECTION 2. RFP PROCESS	8
2.1 General Overview of the RFP Process	8
2.2 Timeline of Events.....	8
2.3 Respondent’s Conference	9
2.4 Addenda to the RFP	9
2.5 Contract Formation.....	10
2.6 Disclosure of Response Contents	10
2.7 Withdrawal of Response.....	10
2.8 Diversity	10
2.9 Information Usage and Disbursement	10
SECTION 3. RESPONSE INSTRUCTIONS.....	11
3.1 Purchasing Instructions	11
3.2 Response Instructions.....	11
3.3 General Conditions	11
3.4 MFMP Registration	11
3.5 Who May Respond	12
3.6 How to Submit a Response	12
3.7 Cover Letter and Qualification Questions	13
3.8 Contents of Technical Response	14
3.9 Cost/Price Response (Separately Sealed)	16
3.10 Other Documentation to be Provided with the Response	16
3.10.1 Out-of State Preference Letter from Attorney	16
3.10.2 Certifications	16
3.11 Redacted Submissions	17
3.12 Additional Information.....	17
SECTION 4. SELECTION METHODOLOGY	17
4.1 Basis of Award	17

4.2	Evaluation Criteria	18
4.2.1	Technical Response Evaluation Criteria.....	18
4.2.2	Cost/Price Response Evaluation.....	19
4.3	Response Evaluation	19
4.4	Identical Evaluations of Responses	20
SECTION 5. Additional Solicitation Terms		21
5.1	Insurance	21
5.2	Public Records	22
5.3	Modification of Terms	25
5.4	Electronic Accessibility	25
5.5	Limitation of Liability	26
5.6	Employment Eligibility Verification	26
5.7	Export Control	26
5.8	Authorization of Business Third Parties to Access State Data	27

Attachments

- A – Contract Terms
- B – Statement of Work
- C – Cost/Price Response
- D – Client References
- E – Identical Tie Response Certification
- F— Opinion of Out-of-State Respondent’s Attorney on Bidding Preferences
- G—FLAIR Study Table of Contents

SECTION 1. INTRODUCTION

1.1 Purpose

Pursuant to section 287.057, Florida Statutes ("F.S."), the State of Florida Department of Financial Services ("Department" or "DFS"), through its (DFS) Division of Information Systems ("DIS"), in collaboration with the Division of Accounting and Auditing ("A&A") and the Division of Treasury ("Treasury"), seeks Responses to this Request for Proposals ("RFP") from qualified vendors ("Respondent") interested in undertaking a review of the Florida Department of Financial Services FLAIR Study, ("FLAIR Study"). The FLAIR Study recommends the replacement of the Florida Accounting Information Resource System ("FLAIR") and Cash Management System ("CMS") with a commercial-off-the-shelf enterprise resource planning system ("ERP"). The review shall consist of an independent review of the recommendations provided in the FLAIR Study as described in the Scope of Work, as defined in Attachment B to comply with proviso associated with Specific Appropriation 2340A of the 2014 General Appropriations Act, requiring DFS to contract with an independent third party consulting firm to complete this review.

Per the proviso language, the selected vendor will not be eligible to contract with the Department of Financial Services for any further contracts dealing with replacement of FLAIR and CMS.

1.2 Solicitation Objective

1.2.1 Background.

Section 215.93, Florida Statutes ("F.S."), establishes the Florida Financial Management Information System ("FFMIS"). FFMIS is comprised of the accounting, budgeting, cash management, human resources and procurement subsystems. For nearly two decades, all of the FFMIS subsystems ran on legacy technology. To date, only the human resources and procurement subsystems have been modernized.

In 2002, the Legislature appropriated funding for the then Department of Banking and Finance¹ to undertake a project to replace the accounting and cash management subsystems, Florida Accounting Information Resource (FLAIR) and Cash Management System ("CMS") respectively. Project Aspire, as it was called, suffered insurmountable challenges and was ultimately cancelled in 2007.

In 2010, the Department of Financial Services initiated a project to rewrite CMS. The first phase of CMS deployed in August 2013.

Thus, the FLAIR system has been performing the state's accounting and payroll functions for thirty years. Although it has been maintained and modified over the years to accommodate state and federal mandates, it is becoming increasingly unable to meet the State's changing and growing needs.

Issues and concerns with FLAIR include limited integration with the other subsystems (batch vs. transactional processing), incomplete reporting capabilities, inability to perform

¹ Effective January 7, 2003, the Department of Banking and Finance and the Department of Insurance merged into the new Florida Department of Financial Services.

offsets, inability to schedule and consolidate payments, and insufficient information to perform state-level cash forecasting.

1.2.2 FLAIR Subsystem

FLAIR is a double entry, computer-based general ledger accounting system consisting of the following four components:

- Departmental Accounting: Maintains agencies' accounting records and is utilized at the end of each fiscal year to prepare financial statements in accordance with generally accepted accounting principles.
- Central Accounting: Maintains cash basis records and is used by the Chief Financial Officer ("CFO") to ensure that expenditures are made in accordance with the legislative appropriations.
- Payroll Accounting: Processes the State's payroll.
- Information Warehouse: A reporting system that allows users to access Central Accounting information and most Departmental Accounting information in FLAIR.

Not all agencies use FLAIR exclusively for their accounting functions. Further, there are numerous specialized accounting methods and systems used by state agencies in addition to FLAIR. FLAIR is a mature subsystem, supported at the Fletcher Data Center. FLAIR is fully implemented in 35 state agencies with approximately 12,000+ individual users at 400+ accounting office sites throughout the State. The FLAIR subsystem typically processes 95+ million accounting transactions accounting for a \$90+ billion budget and pays 180,000+ State personnel annually.

1.2.3 Cash Management Subsystem - CMS

The Treasury receives and disburses funds, invests available balances, performs related accounting functions, cash management operations, and consultations. The Treasury operates separate systems to carry out its responsibilities of monitoring cash levels and activities in State bank accounts, for keeping detailed records of cash transactions and investments for State agencies, and paying of warrants and other payments issued by the CFO.

All of these functions are accomplished utilizing client server applications developed by DFS staff. File transfer protocol is used to exchange information between the CFO's Office, Department of Revenue, other State agencies, and business partners, i.e., financial institutions.

1.2.4 The FLAIR Study

In accordance with proviso in the 2013 General Appropriations Act ("GAA"), the Department procured the services of an independent consulting firm, The North Highland Company in partnership with Grant Thornton and Thomas, Howell, Ferguson (the North Highland Team), to complete a study ("FLAIR Study") to recommend either enhancing or replacing FLAIR. The study included an assessment of implementing an Enterprise Resource Planning ("ERP") System for the State of Florida and an inventory of agency systems interfacing with FLAIR.

Based on the analysis completed in the FLAIR Study Project, the recommendation is the State of Florida should replace FLAIR and CMS with a commercial off-the-shelf ERP solution. This option was selected based on information collected from the market conditions and trends and the analysis of both qualitative and quantitative factors, including:

- Alignment to Goals and Objectives

- Cost Comparison
- Benefits Comparison
- Risk Analysis

The FLAIR Study Cost Model was a projection based on a series of assumptions to provide the Department with a way to compare the options and provide an estimate for total cost of ownership. The estimate was provided for the department to consider when making the initial legislative budget request.

For full details, the FLAIR Study may be found at <http://www.myfloridacfo.com/floridapalm/FlairStudy.htm>. In addition, the project has maintained a document repository of supporting documentation that will be available to complete the scope of work.

1.2.5 Statement of Work

The objective of this proposal is to accomplish the Scope of Work, with accepted Deliverables, as defined in Attachment B.

1.3 Term

The contract will commence with the contract start date as detailed in Section 2.2 of the RFP and proceed through the successful completion of Deliverable 4 as detailed in Attachment B, Statement of Work.

1.4 Definitions

The following definitions apply to this RFP, in addition to the definitions in the PUR 1000 and PUR 1001 which are described in RFP section 3.1. Additional definitions specific to the solicitation can be found at <http://www.myfloridacfo.com/floridapalm/FlairStudy.htm>.

1) Business Days - include Monday through Friday, inclusive, except for holidays declared and observed by the state government of Florida. "Day" means business day (defined as the Department's normal working hours) unless otherwise described.

2) Confidential Information - Any portion of the RFP 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.

3) Contract - The agreement that results from this competitive procurement, if any, between the Department and the vendor identified as providing the best value to the State. (This definition replaces the definition in the PUR 1000.)

4) Contractor(s) - The Respondent(s) that will be awarded a Contract pursuant to this solicitation.

5) Mandatory Requirements - Means that the Department has established certain requirements with respect to Responses to be submitted by Respondents. The use of "shall" or "will" (except to indicate simple futurity) or "must" in this solicitation indicates compliance is mandatory. Failure to meet mandatory requirements will cause rejection of the Request for Proposals Response or termination of the Contract.

6) Minor Irregularity - Used in the context of this solicitation and Contract, indicates a variation from the Response terms and conditions that does not affect the price of the Request for Proposals, does not give the Respondent an advantage or benefit not enjoyed by other Respondents, or does not adversely impact the interests of the Department.

7) Response - The materials submitted to the Department in accordance with the RFP by vendors qualified to respond. The solicitation Response may be referred to as Reply or Proposal.

8) "State Data" means any data or information of or concerning the State or the Department that is provided to or obtained from the Department by the Contractor or Contractor personnel in connection with the execution of the Contract or the performance of the Contractor's obligations under the Contract, including any such data and information that either (i) is collected or processed by Contractor personnel in the performance of the Contractor's obligations under the Contract, including data processing input and output, performance measurements, asset information, reports, third party service and product contracts, and the Contractor's charges to the Department, or (ii) resides in or is accessed through the Department's operating environment or the Contractor's Service delivery infrastructure; as well as any data and information derived from the foregoing.

1.5 Special Accommodations

Any person requiring a special accommodation due to a disability should contact the Department's Purchasing Agent. Requests for accommodation for meetings must be made at least five workdays prior to the meeting.

1.6 Contact Person – Purchasing Agent

Refer ALL inquiries to the Purchasing Agent/Procurement Officer. The Purchasing Agent is the sole point of contact from the date of release of this RFP until selection of a successful Respondent. All procedural questions and requests for clarification of this solicitation shall be submitted in writing to:

Department of Financial Services
Attn: Fran Spivey, Purchasing Services
200 E. Gaines Street, Larson Building
Tallahassee, FL 32399-0317
Email: Fran.Spivey@MyFloridaCFO.com
Fax: 850/487-2389

Between the release of the solicitation and the end of the 72-hour period following the agency posting of the notice of intended award, excluding Saturdays, Sundays, and state 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 Purchasing Agent as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a Response.

The Department will not talk to any vendors or their agents regarding a pending solicitation. Please note that questions will NOT be answered via telephone. Responses to questions posed to the Purchasing Agent in writing will be posted on the Vendor Bid System ("VBS") website, at http://myflorida.com/apps/vbs/vbs_www.main_menu (modifies PUR 1001-5).

1.7 Supporting Documentation

Please click on the following links for information relevant to this solicitation:

For full details, the FLAIR Study may be found at <http://www.myfloridacfo.com/floridapalm/FlairStudy.htm> .

SECTION 2. RFP PROCESS

2.1 General Overview of the RFP Process

The RFP is a method of competitively soliciting a commodity or contractual service under Chapter 287, F. S. The Department posts an RFP on the VBS to initiate the process. The RFP will initially be posted where Vendors can view and download all information. Vendors can submit formal questions in writing to the Purchasing Agent by the date listed in the timeline of events below. Once the Department posts the answers to the questions, Vendors may begin submitting Responses as indicated in RFP section 3. 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 the timeline of events below. The Department will open the Responses in a public meeting. Prices will not be read at the RFP Opening.

Responses must satisfy certain mandatory minimum requirements in order to proceed into the detailed evaluation phase. All Proposals will be reviewed for compliance with these mandatory minimum requirements. Evaluators will verify that all mandatory technical requirements are met and addressed. Responses that meet these requirements will be accepted into a detailed evaluation phase. During the Evaluation Phase, the Department will evaluate all responsive and responsible Responses against the evaluation criteria set forth in this RFP. The Department will then post a notice of intent to award on the VBS.

2.2 Timeline of Events

- 2.2.1 The following 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 in the solicitation by posting an addendum on VBS. It is the responsibility of the Respondents to check VBS on a regular basis for such updates. Adjustments to the schedule will also be announced to all Respondents who have expressed interest by participating in the events listed in the table below. Also Respondents should provide contact information identifying Respondent's main point of contact to the Purchasing Agent to obtain adjustments to any applicable oral presentation or negotiation schedules.

Timeline of Events	Event Time Eastern Time ("ET")	Event Date
RFP posted on the VBS		March 17, 2015
Deadline to submit questions to DFS Purchasing Agent.	Noon, 12:00 PM	March 20, 2015
Department's anticipated posting dated for answers to Respondents' questions on VBS, on or about,	3:00 PM	March 24, 2015
Deadline to submit responses and all required documents to the Department, must be received by the Department by 3:00 PM.		March 27, 2015
Response opening. Department of Financial Services, Larson Building, 200 East Gaines Street, Tallahassee, FL, Room #B30.	3:00 PM	March 27, 2015
Anticipated date to post Notice of Intent to Award. Electronically Posted to the VBS: http://myflorida.com/apps/vbs/vbs_www.main_menu		April 8, 2015
Anticipated contract start date.		April 15, 2015

2.2.2 Conflict of Interest

It is essential to the proper conduct and operation that the Contractor is independent and impartial and that the implementation of decisions made as it relates to the procurement is not used for private gain or other remuneration. The Contractor from this agreement shall refuse any override commissions or any other valuable consideration, in any and all forms, from any involved party. Fees earned relating to this agreement will be limited exclusively to payments by DFS to the Contractor under the contract signed subsequent to the awarding of this RFP.

Pursuant to the proviso associated with Specific Appropriation 2340A of the 2014 General Appropriations Act, the Contractor and its employees and subcontractors are not eligible to contract with the department for any further contracts dealing with the replacement of FLAIR and CMS.

2.3 Respondent's Conference

There will not be a Respondent's conference.

2.4 Addenda to the RFP

The Department reserves the right to modify this RFP by issuing addenda. Addenda will be posted on VBS. It is the Respondent's responsibility to check for any changes.

2.5 Contract Formation

The Department will enter into a Contract with the Respondent awarded pursuant to section 4 of the RFP. The Department 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, except those identified in the Contract. In submitting a Response, a Respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. If there are any perceived inconsistencies among any of the provisions of the RFP and its attachments, Respondents shall bring these inconsistencies to the attention of the Department prior to the submission of the Response.

The Department will coordinate a contract for signature, substantially in the form attached as Attachment A, with only such non-substantive changes therein as shall be necessary to the orderly administration of the contract, between the Department and successful Respondent, who will be the Contractor, that incorporates this solicitation and the Respondent's Price Response as soon as possible after the posting of the notice of award. The Contract, Attachment A, after execution by the parties, will take precedence over the RFP document. The contract that results from this solicitation will be posted on the Internet Florida Accountability Contract Tracking System ("FACTS") according to the state's Transparency Act. The Department is not bound to enter into a contract with the winning Respondent unless the Department determines that the Response contains conditions and price that it considers fair, competitive, and reasonable.

2.6 Disclosure of Response Contents

All documentation produced as part of the RFP 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 RFP section 2.7. Responses are subject to section 119.071(1), F.S.

2.7 Withdrawal of Response

Respondents may modify a Response at any time prior to the Response due date.

2.8 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.

2.9 Information Usage and Disbursement

Information available in any format shall be used only for the purpose of carrying out the provisions of the Contract. Information contained in Project documents such as deliverables, drafts, e.g., draft schedules and strategies, Contract artifacts, and State Data will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this Contract. Disclosure to anyone other than an officer or employee of DFS is prohibited, except with the express direction or consent of DFS.

SECTION 3. RESPONSE INSTRUCTIONS

3.1 Purchasing Instructions

Interested vendors should respond to this RFP by submitting a Response that includes, at a minimum, the Respondent's qualifications and proposed methodology for performing the above described services and the cost associated with providing the services. The Response shall not exceed 50 pages with emphasis placed on the Respondent's experience and proposed approach, work plan schedule and staffing.

3.2 Response Instructions

Responses shall be submitted in Word or PDF format on or before the Response deadlines in accordance to the schedule in RFP section 2.2.

3.3 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 RFP (which constitutes Special Conditions to PUR 1000 and PUR 1001) are incorporated herein.

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

http://dms.myflorida.com/business_operations/state_purchasing/documents_forms_references_resources/purchasing_forms.

The requirements of this RFP including the attached contract form shall be considered special conditions or special instructions for purposes of superseding the provisions of PUR 1000 and PUR 1001 in compliance with Rule 60A-1.002(7), Florida Administrative Code ("F.A.C.").

Inapplicable Provisions of PUR 1000 General Conditions:

The following provisions found in the PUR 1000, attached in the VBS, are not applicable to this RFP:

- Section 2. Purchase Orders, omit the first three sentences;
- Section 4. Price Changes Applicable only to Term Contracts is hereby amended to remove subsection (b), Best Pricing Offer and (e), Equitable Adjustment.
- Section 27. Purchase Order Duration
- Section 43. Cooperative Purchasing

3.4 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, F.A.C., 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), F.S., 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>).

3.5 Who May Respond

The Department will evaluate Responses from responsive and responsible Respondents, who are authorized to do business in Florida after the bid award is made. Respondents must meet the mandatory criteria listed in RFP section 3.8, Section 5, and must answer the qualifications questions in RFP section 3.7 "yes" in order to be considered for award.

3.6 How to Submit a Response

The Department is not 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 the Department's acceptance. For a Response to be responsive the Respondent must be committed to enter into a contract based on this RFP and the Respondent's Response. If a Response contains language which withdraws or negates commitments to requirements of the RFP, or qualifies the Response such that it is not a firm offer to contract under terms consistent with the requirements of this RFP, 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.

Responses that fail to submit all required information will be deemed nonresponsive. Prepare Responses simply and economically, providing a straightforward, concise delineation of the contractor's capabilities to satisfy the requirements of this RFP. The emphasis of each Response is to be on completeness and clarity of content.

Respondents are responsible for submitting their Responses by the date and time specified in RFP section 2.2. The Department will not consider late Responses.

The Sealed Response must be received in the Purchasing Office at 200 East Gaines Street, Larson Bldg. Purchasing Services, Tallahassee, FL 32399-0317 by the deadline listed in the Timeline in RFP section 2.2. All responses received by the deadline will be opened in the Purchasing Office at that time. Mark the Response package clearly on the outside with: RESPONSE NUMBER, DFS TR RFP 14/15-11, DATE AND TIME OF RESPONSE OPENING, number of binders (as described below). Provide one(1) original, five (5) duplicate paper copies of the Response. (This submission requirement replaces the submission instructions in PUR 1001-3. Submit one (1) digital copies that does not contain the Cost/Price Response.

- a) The "original" Response will contain the originals of any documents required to be signed as part of the Response submission (e.g., the original signed cover letter). The original Response as submitted should bear the following printed information on both its outside front cover and on its spine:
 - Respondents exact legal name, in which name of the contract would be awarded
 - Response regarding RFP # _____
 - ORIGINAL, Binder ___ of ___
- b) Include with the copies of the Response, photocopies of signed documents. Bind each copy in a 3-ring binder(s) just as the original, with a complete and exact duplicate

of the original. For each copy, all sections may be contained in one binder clearly labeled at each section and tab. Each copy of the Response should bear the following printed information on both its outside front cover, and on its spine:

- Respondent's name in which the contract would be awarded
- Response regarding RFP # _____
- Copy # ____, Binder __ of __

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 RFP section 3.11. 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.**

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), F.S., must be: (1) REDACTED in the redacted version of the Respondent's response and (2) must be maintained in confidence. The digital copies will need to have highlighted in yellow the specific unredacted Response content that is REDACTED from the redacted version of the Response.

- c) Communications. No negotiations, decisions, or actions shall be initiated or executed by the Respondent as a result of any discussion with any Department employee. Only communications which are in writing from the Department may be considered as duly authorized communications on behalf of the Department. During selection, the respondent, its agents and employees will not engage in any written or verbal communication with any Department employee whether or not such individual is assisting in the selection of the Respondent, regarding the merits of the Respondent or whether the Department should retain or select the Respondent. The Respondent will not engage in any lobbying efforts or other attempts to influence the Department or the evaluation team in an effort to be selected. The selection period shall begin according to the Timetable in RFP section 2.2.

3.7 Cover Letter and Qualification Questions

The cover transmittal letter shall be on the letterhead of the entity submitting the Response. The letter shall be addressed to the Department's Purchasing Agent, must be dated, and signed by an individual who has the authority to bind the Respondent. The Respondent must state that it agrees to each of the Department's mandatory technical requirements of this RFP to qualify for selection under this RFP. Respondents will submit a Yes/No Response to the following Qualification Questions with their cover letter. A Respondent must meet the qualifications identified in the following Qualification Questions in order to be considered for award. The Department will not evaluate Responses from Respondents who answer "No" to any of the Qualification Questions.

- a) Does Respondent certify that the person submitting the Response is authorized to respond to this RFP on Respondent's behalf?
- b) Does Respondent certify that it is not a Discriminatory Vendor or Convicted Vendor as defined in sections 7 and 8 of the PUR 1001?
- c) Does Respondent certify compliance with section 9 of the PUR 1001, regarding representations?
- d) The Respondent agrees to not seek indemnification from the Department for any costs or services.
- e) Does the Respondent meet the requirements for Insurance as outlined in section 5.1 of this RFP?
- f) Did the Respondent submit a separately sealed cost or Cost/Price Response (Attachment C) per the instructions in RFP section 3.9?
- g) Does the Respondent understand that if they are awarded this contract they are precluded from participating on any future contracts relating to the replacement of FLAIR and CMS?

Responses shall be considered nonresponsive if they contain disclaimers in either a technical or price Response 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.

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 RFP process.

3.8 Contents of Technical Response

Respondents are encouraged to minimize redundancy and provide concise responses. Provide a straightforward description of services to be provided and capabilities to satisfy the requirements of this RFP. Responses are to be organized in sections as directed below. Respondents shall complete each section entirely or the Respondent may be deemed nonresponsive. Conditions and specifications, which are considered mandatory requirements are expressed with the word "shall" or "must" in the description of the requirement. Responses that fail to demonstrate both willingness and ability to comply with such a condition or specification will be considered non-responsive and will be disqualified. Documents in response to Sections 2-3 and 6 will not become part of the resulting Contract.

The Response shall be organized as follows:

Section 1 Introductory Letter and Letter of Commitment.

The letter shall include an executive summary that demonstrates previous experience with statewide, public sector ERPs and the ERP project lifecycle (experience with the full ERP project lifecycle does not have to come from a single engagement); recommended approach; a point of contact for all RFP communications; and the length of time the Response is valid, which shall be no less than 180 days.

Section 2 Corporate Experience and Qualifications This section shall include corporate experience and qualifications pertinent to the services sought. The Respondent should include a bibliography and/or links to the company's public sponsored studies, published research, or similar analysis for another governmental entity related to ERP or ERP-Financials solutions. The Respondent shall include information in this section that will clearly outline why their experience and qualifications separate them from other respondents.

Section 3 References

At a minimum, the Respondent should include three (3) references with at least one (1) past customer for a project conducted in Florida that is relevant to the requirements of this RFP. Use Attachment D to provide references. A current project is acceptable as long as the services are currently being provided. Attachment D will not become part of the contract.

References shall pertain to current and ongoing services or those that were completed within the last eight years. References shall not be given by:

- Persons employed by the Department within the past three years.
- Persons currently or formerly employed or supervised by the Respondent or its affiliates.
- Board members within the Respondent's organization.
- Relatives of any of the above.

Section 4 Proposed Staff.

This section shall include staff assignments and their proposed roles relative to this project, resumes for key staff, and key staff's allocation to this project, i.e., full-time, half-time, as-needed, etc. DFS expects that the key staff identified in the Response will remain on the project for the duration of the contract, and, if needed, shall be replaced with staff of equal or greater experience and knowledge and approved by DFS. The Respondent shall include information in this section for any proposed subcontractors. Including company information, proposed roles, and staff resumes of staff anticipated to work on this project. Resumes will not become a part of the Contract.

Section 5 Qualifications and Technical Specifications

DFS is seeking an independent third party consulting firm that possesses strategic planning and analysis experience with ERP projects for statewide, public entities.

Respondents must have:

Documented experience providing strategic analysis and planning services associated with preparing an organization for ERP implementation, i.e., program management, business process analysis, business process reengineering, human resource management, and organizational transformation.

- a) Preferred Respondents will have:
- (1) Participated in strategic planning and analysis experience within state governments;
 - (2) Knowledge of State of Florida governmental operations; and
 - (3) Experience producing research reports and providing assessments.

- b) Background checks. A level 2 background check shall be completed and reviewed before Contractor staff may work on this project. The Contractor must advise its candidates that: (1) the fingerprints will be used to check the criminal history records of the FBI; and (2) procedures for obtaining a change, correction, or updating of an FBI identification record are described in 28 CFR 16.34. In the event records reveal evidence of a crime that is unacceptable as determined by DFS, the Contractor agrees to remove the employee from the project and replace the employee with someone with comparable knowledge, skills and abilities. DFS will provide instructions for providing fingerprints and other information needed for obtaining background checks and submitting them to DFS upon award.

Section 6 Approach, Proposed Work Plan and Schedule

This section shall include detailed information regarding the Respondent's approach, and the proposed work plan and schedule that meets the deliverables and timelines set forth in Attachment B. This section shall also detail the Respondent's requirements of the state's resources, including, but not limited to: access to DFS executives and subject matter experts; availability of state staff; tasks to be performed by state staff; and office space and equipment at DFS.

Section 7 Optional Forms

Identical Tie Response (Optional to the Respondent) Attachment E

Whenever identical solicitation Response points are received, preference shall be given to the Response certifying in accordance with Rule 60A-1.011, F.A.C. It is optional to include an Identical Tie Response Form attached as Attachment E if applicable to the Respondent. The Identical Tie Response Certification will not become part of the Contract.

3.9 Cost/Price Response (Separately Sealed)

The Respondent shall provide the review for a firm, fixed-price, not to exceed \$250,000. The Contractor shall submit their pricing using Attachment C. The Cost/Price Response, RFP Attachment C, must include the price proposed and a signature by an authorized representative of the Respondent.

3.10 Other Documentation to be Provided with the Response

3.10.1 Out-of State Preference Letter from Attorney

As required by section 287.084, F.S., any Respondent whose "principal place of business" is outside of this state 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 RFP, "principal place of business" means the state in which the Respondent's high level officers direct, control, and coordinate the Respondent's activities. A form letter is provided as Attachment F to the RFP.

If the Respondent's principal place of business is in Florida, please provide a statement to that effect.

3.10.2 Certifications

In the event that the Department's evaluation results in identical evaluation results of Responses, the Department will select a Respondent based on the criteria identified in Rule

60A-1.011, F. A.C. To be included in this evaluation, please provide the Identical Tie Response Certification, Attachment E.

3.11 Redacted Submissions

The following subsection supplements section 19 of the PUR 1001. 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, F. S., the Florida Constitution, or other authority, Respondent must 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. 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.” 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.

The Department will follow the procedures identified in RFP section 5.2, Public Records, if the Department receives a request for confidential trade secret information that has been clearly identified as such, in writing by the Respondent.

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.

3.12 Additional Information

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

SECTION 4. SELECTION METHODOLOGY

4.1 Basis of Award

A contract(s) will be awarded to the responsible and responsive Respondent(s) whose Response is assessed as providing the best value to the State by using the evaluation criteria listed in section 4.2.

The Department reserves the right to accept or reject any and all offers, or separable portions, and to waive any minor irregularity, technicality, or omission if the Department determines that doing so will serve the best interest of the state. The Department 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. The Department may request additional information pertaining to the Respondent's ability and qualifications to accomplish all services described in this RFP as deemed necessary during the RFP or after contract award. Failure to provide the additional requested information may result in rejection of the Response.

4.2 Evaluation Criteria

Responses shall be opened on the date and at the location indicated on the Timeline. Respondents may attend, but they are not required to do so. The Department will not announce prices or release other materials pursuant to section 119.071(1)(b), F.S.

An evaluation team, appointed in writing by the Department, will evaluate the Responses. Each member will evaluate the technical Response independently of the others. Responses must satisfy certain mandatory minimum requirements, identified in RFP section 3, in order to proceed into the detailed evaluation phase. **WARNING:** Responses that fail to meet these mandatory minimum requirements will be rejected and considered no further in the evaluation process.

4.2.1 Technical Response Evaluation Criteria

Tab A: Introduction Letter (5%)

- Includes an executive summary that demonstrates previous experience with statewide, public sector ERPs.
- Includes an executive summary that demonstrates previous experience with the ERP project lifecycle.
- Includes recommended approach
- Includes a point of contact for all RFP communications
- Includes the length of time the RFP is valid (no less than 180 days)

Tab B: Approach, Work Plan, Schedule (15%)

- Includes detailed information regarding the Respondent's approach
- Includes information regarding about the Respondent's proposed work plan
- Includes information regarding about the Respondent's proposed scheduled that meet the deliverables as described in Attachment B
- Includes information regarding about the Respondent's proposed scheduled that meet the deliverables as described in Attachment B
- Includes Respondents requirements of state resources

Tab C: Experience, Qualifications, References (35%)

- Includes Respondents corporate experience as required in Section 3.8, Sections 2 and 5
- Includes Respondents qualifications as required in Section 3.8, Sections 2 and 5
- Includes Respondents references as required in Section 3.8, Section 3

- Includes a bibliography and/or links to the Respondents public sponsored studies, published research, or similar analysis for another government entity related to ERP or ERP Financial Solution
- Includes information that clearly outlines why Respondent's experience and qualifications separate them from other respondents
- Includes 3 references with at least 1 past customer for a project conducted in Florida that is relevant to the requirements of this RFQ (see Exhibit C)

Tab D: Proposed Staff (35%)

- Includes staff assignments and their proposed roles relative to this project
- Includes resumes of key staff
- Includes key staff's allocation to this project
- Includes subcontractor information (company information, proposed roles, and staff resumes)

Tab E: Pricing (10%)

- Includes a firm-fixed price not to exceed \$250,000
- Includes pricing on Attachment C.

Evaluation

- Introduction Letter will account for 5 percent of the total points for the evaluation.
- Approach, Work Plan and Schedule will account for 15 percent of the total points for the evaluation.
- Experience, Qualifications and References will account for 35 percent of the total points for the evaluation.
- Proposed Staff will account for 35 percent of the total points for the evaluation.

4.2.2 Cost/Price Response Evaluation

The Purchasing Agent will open the Price/Cost Responses and they will be evaluated separately.

- Price will account for 10 percent of the total points for the evaluation.

4.3 Response Evaluation

Each team member will evaluate the Responses independent of the others and award based on the evaluation criteria.

In determining whether to select or reject a Response, the Department will consider and evaluate all information submitted in response to this RFP, including information presented during oral presentation, if required; and to this extent, each requirement for solicited information is an evaluation criterion. Responses that do not contain all the required information may be considered non-responsive and may be rejected. Criteria that will be used for evaluation of proposals shall include, items listed in RFP Section 4.2:

In its assessment of Responses, the Department will (1) analyze the information submitted in relation to the information requirements and evaluation criteria of this RFP, (2) analyze the applicable provisions of the Florida Statutes and the Florida Administrative Code, (3) will compare each Response to the other Responses submitted, and (4) will evaluate Responses that are responsible and responsive. Respondent(s) may be invited to provide more detailed clarifications of their Responses, and/or to provide presentations of the Responses. Based on the clarifications, the Department will either award the contract or reject all Responses. After evaluations are conducted, the Department shall award the contract to the responsible and responsive Respondent that the Department determines will provide the most advantageous commodities and/or services to the state, based on the price and other selection criteria.

The Department will coordinate a contract for signature, substantially in the form attached as RFP Attachment A, between the Department and the successful Respondent(s) that incorporates this Request for Proposals and the awarded Respondent's Response as soon as possible after the posting of the notice of award on the VBS website, http://myflorida.com/apps/vbs/vbs_main_menu.

The Department is not bound to enter into a contract with the winning Respondent unless the Department is able to determine that the Response and price are considered fair, competitive, and reasonable. This procurement will not result in an exclusive license to provide the services or products described in this RFP or the resulting contract. The Department may, in compliance with applicable law, contract with other vendors to provide the same or similar services.

4.4 Identical Evaluations of Responses

In the event that the Department's evaluation results in identical evaluations of Responses, the Department will select a Respondent based on the criteria identified in Rule 60A-1.011, F. A. C., and applicable Florida law. See Attachment E.

SECTION 5. Additional Solicitation Terms

The requirements of this RFP including the attached contract form shall be considered special conditions or special instructions for purposes of superseding the provisions of PUR 1000 and PUR 1001 in compliance with Rule 60A-1.002(7), F.A.C.

5.1 Insurance

During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract. At a minimum, this includes the following types of insurance for anyone directly or indirectly employed by the Contractor and the amount of such Insurance shall be the minimum limits as follows, unless otherwise approved by the Contract Manager:

- a) Commercial general liability coverage, bodily injury, property damage: \$1,000,000 per occurrence/\$2,000,000 aggregate.
- b) Automobile liability coverage, bodily injury, property damage: \$1,000,000 Combined Single Limits. Insuring clause for both bodily injury and property damage shall be amended to provide coverage on an occurrence basis.
- c) Workers' compensation and employer's liability insurance covering all employees engaged in any Contract work, in accordance with Chapter 440, F.S.

Such coverage may be reduced with the consent of the Contract Manager since certain subcontractors have potentially less exposure in liability than other subcontractors. Except as agreed in a separate writing, no self-insurance coverage shall be acceptable unless 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. Upon request, the Contractor shall provide its certificate of insurance. A certificate of insurance will not become part of any resulting contract. 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.

Fidelity Employee Insurance and Computer Crime Insurance naming the Department as joint loss payee as their interest may appear, providing coverage for direct loss to the State and any legal liability of the State arising out of or related to 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 \$100,000 per loss.

The Department, its employees and officers shall be named as an additional insured in the Automobile, General Liability and Professional Liability policies. Contractor shall require each of its subcontractors to secure and maintain the above insurance coverages and Contractor shall also be a named insured. Such coverage may be reduced with the consent of the Contract Manager since certain subcontractors have potentially less exposure in liability than other subcontractors.

Except as agreed in a separate writing, no self-insurance coverage shall be acceptable unless 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.

5.2 Public Records

The final form of contract is a public record and will be posted online as part of the Transparency Act.

- a) Solicitation Responses. Sealed bids, proposals, or Responses filed in response to this competitive solicitation are temporarily exempt from public record requests. Pursuant to section 119.071(1)(b), F.S., these Responses are exempt only until the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final Responses, whichever is earlier. Notwithstanding any contractual provisions to the contrary, the Department is obligated to make available for inspection or copying any non-exempt public record pursuant to the requirements of chapter 119, F.S., the Public Records Act, and Article I, section 24 of the State Constitution. As such, upon receipt of a request to inspect or copy a Response to this competitive solicitation, the Department will make Responses to this competitive solicitation that are no longer exempt pursuant to section 119.071(1)(b), F. S., available for inspection or copying upon receipt of a public record request as required by chapter 119, F. S., the Public Records Act, and Article I, section 24 of the State Constitution.
- b) Confidential Trade Secret Information. Trade secrets are not solicited or desired as submissions with Responses. Pursuant to section 812.081, F.S., a person who claims that information is a trade secret must take measures to protect such information and to prevent it from becoming generally available. As such, if Respondent includes in its Response information that Respondent considers to be a trade secret that meets the definition provided in section 812.081, F. S., Respondent shall file a notice of trade secret or other confidential information with the Department that puts the Department on notice that Respondent has included trade secret or other confidential information in its Response. Furthermore, if a Respondent reserves the right to assert that a portion of its response is confidential, Respondent shall provide the Department with an additional copy of its Response that has been redacted to conceal only that information that Respondent claims to be confidential (Redacted Copy); and the unredacted copy is clearly identified as having had trade secrets or other confidential information, that is labeled "CONFIDENTIAL."
- c) Other Confidential Records. The provision of redacted contract information on a website for public viewing does not alleviate the duty of the Department nor the Contractor to respond to a public records request. Should the Respondent or Contractor provide other information deemed confidential or exempt from the Florida Public Records Act, then the Respondent or Contractor shall place such information in an encrypted electronic form or a sealed separate envelope and provide the Department with an additional copy of its documentation containing such information that has been redacted to conceal only that information that Respondent claims to be a confidential.
- d) Public Records Requests.
 - i) The awarded Respondent (Contractor) is responsible for becoming familiar with the Florida Public Records Act with regard to records associated with the Contract. If a public records request is made to the Contractor, the Contractor will: immediately notify the Department of such request; process the request; provide the Department progress status reports; and provide a copy of its intended redacted version. The awarded Respondent (Contractor) is responsible for training its employees regarding the Florida Public Records Act and the above notice and process requirements. The Department will consider

- the Contractor's Contract Manager to be the Contractor's public records contact person.
- ii) For noncompliance by the Contractor with section 119.0701, F.S., or the above requirements regarding response to public records requests (collectively "Public Records Tasks"), the Department at its option may enforce these provisions by exercising "Step-In" rights as described in the contract section regarding remedies or according to the termination provisions of the contract or both.
 - iii) If a public record request is made to the Department for documentation related to this solicitation and the resulting Contract, the Department will notify the Respondent or Contractor of such request if the Respondent or Contractor has provided the Department with a notice of trade secret or other confidentiality as noted above. If a public records request is made to either the Department or the Respondent, the Respondent shall be solely responsible for taking whatever action it deems appropriate to legally protect its claim of exemption from the public records law. Any prospective vendor 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 arises from any disclosure based on the Respondent or 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 the Department. (Modifies PUR 1000-33 and PUR 1001-19). Contractor shall retain such records for the longer of three (3) years after the expiration of the Contract or the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dhis.dos.state.fl.us/recordsmgmt/gen_records_schedules.cfm).
 - iv) Nothing in this section mitigates the Contractor's responsibility or liability for the release of confidential or exempt information, nor does it waive the Department's sovereign immunity under section 768.28, Florida Statutes.
- e) The awarded Contractor shall, to the extent required by section 119.0701, F.S., perform the following tasks to comply with section 119.0701, F.S., (i) maintain public records required by the Department to perform the service; (ii) provide access on the same conditions and at a cost not exceeding that provided in section 119.07, F.S., (iii) ensure exempt or confidential documents are not disclosed and (iv) transfer public records at no cost to the Department on termination, destroy confidential duplicates, including remnant data, and provide electronic records in a format compatible with the Department's systems at no cost to the Department. For noncompliance by the Contractor, the Department shall enforce these provisions according to the step-in provisions or termination provisions in the Contract or both. The requirements are designed to avoid requiring unconventional data formats since the Provider will be required at termination to transfer records to the Department at no cost and ensure that electronic records are in a format compatible with that of the Department to comply with section 119.0701, F.S.: using the data formats identified in the Statement of Work.
- f) 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:
- i) Records of the Contractor (and subcontractors) that are unrelated to the Contract;

- ii) Documents created by and for the Department 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 the Department under the requirements of Chapter 119, F.S., and, Article I section 24 of the Florida Constitution; and
 - iii) 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.
- g) Data Security.
- i. The Contractor, its employees, subcontractors and agents shall comply with all security procedures of DFS in performance of this Contract. The Contractor shall provide immediate notice to DFS Information Security Office ("ISO") in the event it becomes aware of any security breach and any unauthorized transmission of State data or of any allegation or suspected violation of security procedures of DFS. Except as required by law or legal process and after notice to DFS, 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, Rule Chapter 71A-1, Florida Administrative Code ("F.A.C."), security procedures, business operations information, or commercial proprietary information in the possession of the state or DFS. The Contractor shall not be required to keep confidential information that is publicly available through no fault of the Contractor, 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.
 - ii. 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 DFS at the Contractor's sole expense, in addition to any other damages DFS 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 DFS and perform efforts to recover the data. If it is unrecoverable, 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, F.S., together with any costs to DFS of such breach of security caused by the Contractor. If State Data will reside in the Contractor's system, DFS 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. The Contractor shall:
- (a) COPIES: At contract termination or expiration--submit copies of all finished or unfinished documents, data, studies, correspondence, reports and other products prepared by or for the Contractor under the Contract; submit copies of all State Data to DFS in a format to be designated by DFS in accordance with section 119.0701, F.S.; shred or erase parts of any retained duplicates containing personal information (as defined by section 501.171, F.S.) of all copies to make any personal information unreadable;

- (b) ORIGINALS: At contract termination or expiration--retain its original records, such as the data required in SOW subsections 1b and 2, and maintain (in confidence to the extent required by law) the contractor's original records in UNREDACTED form, until the records retention schedule expires (according to General Contract Condition PUR 1000-18) and to reasonably protect such documents and data during any pending investigation or audit;
- (c) Both Copies and Originals: Upon expiration of all retention schedules and audits or investigations--with notice to DFS, destroy all State Data from the Contractor's systems including, but not limited to, electronic data and documents containing personal information or other data that is confidential and exempt under Florida public records law.

5.3 Modification of Terms

- a) 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 Response shall not contain any provisions, unless such provisions are expressly negated in the Response, which:
 - (1) are inconsistent with Florida law,
 - (2) exclude, prohibit, or negate other contract documents,
 - (3) subject the State of Florida to the jurisdiction of another state, or
 - (4) provide that the State will indemnify the contractor or any other person,
- b) The Respondent retains all ownership rights in any proprietary methodologies, methods, processes, products or procedures of the Respondent that pre-exist or were developed outside the scope of the Contract. If any such property of Respondent is contained in any of the deliverables hereunder, the Respondent grants to the Department a royalty-free, paid-up, non-exclusive, perpetual license to use such Respondent's intellectual property in connection with the Department's use of the proprietary products.

All work materials developed by 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, Department of Financial Services.

All elements of custom software developed within the scope of the contract shall be exclusively owned by the Department and shall be considered works made for hire for the Department.

5.4 Electronic Accessibility

If applicable, section 508 of the Rehabilitation Act Amendments, 29 USC section 794, compliance information on the supplies and services in this contract are available on a website indicated by the Respondent in the Response or resulting Contract. The Electronic and Information Technology standard can be found at: <http://www.section508.gov/>.

Contractor shall ensure that, as to its products and services and those it develops for the Department, the electronic and information technology accessibility requirements of section 508 of the Rehabilitation Act Amendments, 29 USC section 794 are met.

5.5 Limitation of Liability

Department's maximum liability

The Department'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 the Department, 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 the Department's negligence.

5.6 Employment Eligibility Verification

a) E-Verify Employment Verification

- (1) The Chief Financial Officer has directed, in cooperation with the Governor's Executive Order 11-116, that the Contractor must participate in the federal E-Verify Program for Employment Verification under the terms provided in the "Memorandum of Understanding" with the federal Department of Homeland Security governing the program if any new employees are hired to work on this Contract (or if the Contractor's subcontractors hire new employees to work on this Contract) during the term of the Contract. The Contractor agrees to provide to the Department, within thirty days of hiring new employees to work on this Contract, documentation of such enrollment in the form of a copy of the E-Verify "Edit Company Profile" screen, which contains proof of enrollment in the E-Verify Program. Information on "E-Verify" is available at the following website: www.dhs.gov/e-verify
- (2) The Contractor further agrees that it will require each subcontractor that performs work under this contract to enroll and participate in the E-Verify Program if the subcontractor hires new employees during the term of this Contract. The Contractor shall include this provision in any subcontract and obtain from the subcontractor(s) a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available to the Department upon request.
- (3) Compliance with the terms of this Employment Eligibility Verification provision will be an express condition of the Contract and the Department may treat a failure to comply as a material breach of the Contract.
- (4) In the event legislation authorizes an alternative option as proof of legal status, the Contractor may use the process authorized by such legislation upon its passage.

- b) State-owned data will be processed and stored in data centers that are located only in the U.S. All Contractor personnel who will have access to State-owned data will undergo the background checks and screenings described above.

5.7 Export Control

Contractor certifies that by entering into this contract, it is, and during the term will ensure it remains, in compliance with the U.S. export control laws.

5.8 Authorization of Business Third Parties to Access State Data

The Department hereby authorizes the Contractor to provide access to Business Third Parties, and individuals directly or indirectly accessing the State Data on behalf of Business Third Parties, to the State Data and the Contractor represents that such access shall be in accord with the following: (i) each Business Third Party shall respond affirmatively to nondisclosure requirements protecting the Department's Confidential Information as set forth in an Nondisclosure Acknowledgment; (ii) all Business Third Parties accessing the State Data shall be licensed as Named Users; (iii) Business Third Parties are expressly limited to screen access to the State Data; (iv) in no circumstances may Business Third Parties have access to modify State Data; (v) in no circumstances shall Business Third Parties Use the State Data in their operations or management of the business of such Business Third Parties; and (vi) such use shall not constitute an unauthorized exportation of any Confidential Information under U.S. Government laws and regulations.

The Department will assist the Contractor in resolving software malfunctions by providing the Contractor: temporary remote electronic access to the Department's system (within the parameters allowed by the Department's Project Management Office) for the sole purpose of conducting maintenance in accordance with the Contract; information and evidence of the malfunction; and appropriately qualified personnel available to answer questions and perform remedial functions.

**DFS TR RFP 14/15-11
Attachment A
Provider Contract**

THIS CONTRACT ("Contract") is entered into by and between the State of Florida, Department of Financial Services, 200 East Gaines Street, Tallahassee, Florida 32399-0316 (the "Department" or "DFS") or its successor, and _____ (the "Contractor"), effective as of the last date signed below.

WHEREAS, the Department has determined that it is in need of certain services as described herein: the review shall consist of an independent review of the recommendations provided in the FLAIR Study and the Scope of Work defined below to comply with proviso associated with Specific Appropriation 2340A of the 2014 General Appropriations Act, requiring DFS to contract with an independent third party consulting firm to complete; and

WHEREAS, the Contractor, as an independent contractor of the Department, has the expertise and ability to faithfully perform such services.

NOW THEREFORE, in consideration of the services to be performed and payments to be made, together with the mutual covenants and conditions hereinafter set forth, the parties agree as follows:

1. Contract.

- a. Definitions. In this Contract, definitions are provided in Section 1.4 of the RFP, which RFP is incorporated herein, excluding its blank attachments.
- b. Entire Contract, Order of Precedence. This Contract, including any Attachments referred to herein and attached hereto each of which is incorporated herein for all purposes, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. If there are conflicting provisions between the documents that make up the Contract, the order of precedence for the documents is as follows:
 - i) The Contract document;
 - ii) The documents and materials attached to or incorporated by reference in the Contract including the approved final version of the Statement of Work and the RFP;
 - iii) The solicitation and Forms PUR 1000 and 1001.

2. Services, Deliverables and Delivery Schedule.

- a. The Contractor agrees to render the services or other units of deliverables as set forth in the Department's solicitation, the Department's statement of work and the accepted pricing. The Contractor's performance shall be subject to all the terms, conditions, and understandings set forth in the solicitation and PUR 1000 and 1001 incorporated by reference, copies of which are attached hereto.
- b. The services or other units of deliverables specified in the above paragraph shall be delivered in accordance with the schedule in the Contractor's accepted proposal and consistent with the solicitation.

3. Term of Contract.

- a) The contract will commence with the contract start date as detailed in Section 2.2 of the RFP and proceed through the successful completion of Deliverable 4 as detailed in Contract Attachment B, Statement of Work.
- b) The Department shall have the right to unilaterally terminate or suspend the Contract, by providing the Contractor thirty (30) calendar day's written notice. See PUR 1000 paragraph 26 (PUR 1000-26).

4. Performance Standards and Acceptance.

- a. All of the Contractor's Deliverables related to these commodities or services shall be submitted to the Department's contract manager for review and approval in writing. The Department's approval and inspection of Contractor's services shall require no longer than five (5) business days from date of delivery of services, and ten (10) business days for delivery of documentary deliverables such as reports and procedures. The Department reserves the right to reject deliverables as outlined in the Statement of Work as incomplete, inadequate or unacceptable due in whole or in part to the Contractor's lack of satisfactory performance under the terms of this Contract. The Department, at its option, may allow additional time within which the Contractor may remedy the objections noted by the Department and the Department may, after having given the Contractor a reasonable opportunity to complete, make adequate or acceptable said deliverables, including but not limited to reports, declare this Contract to be in default. All status reports must be submitted timely showing tasks or activities worked on, attesting to the level of services provided, hours spent on each task/activity, and upcoming major tasks or activities.
- b. Performance Standards. The Contractor warrants that: (1) the Services will be performed by qualified personnel, (2) the services will be of the kind and quality described in the Statement of Work, (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices, (4) the services shall not and do not infringe upon the intellectual property rights, or any other proprietary rights, of any third party, and (5) its employees shall comply with any security requirements and processes as provided by the Department, or provided by the Department's customer, for work done at the Department or other locations. The Department reserves the right to investigate or inspect at any time whether the services or qualifications offered by the Contractor meet the Contract requirements. If the Department determines that the qualifications or financial standing are not satisfactory, or that performance is untimely, the Department may terminate the Contract.

5. Payment.

- a. Subject to the terms and conditions established by this Contract and the billing procedures established by the Department, the Department agrees to pay the Contractor for services rendered.
- b. Vendor Rights. Contractors providing goods and services to an agency should be aware of the following time frames. Upon receipt, an agency has five (5) business days to inspect and approve the goods and services, unless the Proposal specifications, purchase orders or Contract specifies otherwise. An agency has 20 calendar days to deliver a request for payment (voucher) to the Department. The 20 calendar days are measured from the date the invoice is received after the goods or services are received, inspected and approved. The Department is to approve the invoice in the state financial system within 20 calendar days.

If a payment is not available within 40 calendar days, a separate interest penalty,

computed at the rate determined by the State of Florida Chief Financial Officer pursuant to section 215.422, F. S., will be due and payable, in addition to the invoice amount, to the Contractor. To obtain the applicable interest rate, please refer to <http://www.myfloridacfo.com/Division/AA/Vendors/default.htm> . Invoices returned to a Contractor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the State agency with the proper tax payer identification information documentation to be submitted before the prompt payment standards are to be applied. Interest penalties of less than one (1) dollar will not be enforced unless the Contractor requests payment. A Vendor Ombudsman has been established within the Department. The duties of this individual include acting as an advocate for Contractors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be reached at (850) 413-5516.

- c. Taxes. The Department is exempted from payment of Florida state sales and use taxes and Federal Excise Tax. The Contractor, however, shall not be exempted from paying Florida state sales and use taxes to the appropriate governmental agencies or for payment by the Contractor to suppliers for taxes on materials used to fulfill its contractual obligations with the Department. The Contractor shall not use the Department's exemption number in securing such materials. The Contractor shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Contract. The Contractor shall provide the Department its taxpayer identification number upon request.
- d. Expenses. The Contract is a fixed price contract with invoicing after approval of each deliverable, and no separate expenses or travel will be paid.
- e. Payment Processing. All charges for services rendered or for reimbursement of expenses authorized by the Department in accordance with the Contract shall be submitted to the Department in sufficient detail for a proper pre-audit and post-audit to be performed. All payments for professional services and authorized expenses, including travel expenses, will be paid to the Contractor only upon the timely and satisfactory completion of all services and other units of deliverable such as reports, findings and drafts, which are required by the Statement of Work and upon the written acceptance of said services and units of deliverables such as reports, findings and drafts by the Department's designated contract manager. Interim payments may be made by the Department at its discretion under extenuating circumstances if the completion of services and other units of deliverables to date have first been accepted in writing by the Department's contract manager.
- f. Contingency. If the terms of this Contract extend beyond the current fiscal year, the State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature.

6. Data Security and Confidentiality.

- a. Data Security Procedures. The Contractor, its employees, subcontractors and agents shall comply with all security procedures of the Department in performance of this Contract. The Contractor shall provide immediate notice to the Department Information Security Office ("ISO") in the event it becomes aware of any security breach and any unauthorized transmission of state data or 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, including, but not limited to, Rule Chapter 71A-1, Florida Administrative Code, 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 information that is publicly available through no fault of the Contractor, 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.

- b. **Loss of Data.** In the event of loss of any Department data ("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 the Department at the Contractor's sole expense, in addition to any other damages the Department 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 the Department and perform efforts to recover the data. If it is unrecoverable, 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, F.S., together with any costs to the Department of such a breach of security caused by the Contractor. If State Data will reside in the Contractor's system, DFS 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. The Contractor shall:
 - i) **COPIES:** At contract termination or expiration--submit copies of all finished or unfinished documents, data, studies, correspondence, reports and other products prepared by or for the Contractor under the Contract; submit copies of all State Data to DFS in a format to be designated by DFS in accordance with section 119.0701, F.S.; shred or erase parts of any retained duplicates containing personal information (as defined by section 501.171, F.S.) or other information made exempt or confidential and exempt under the *Florida Statutes*, or protected from disclosure by federal law so that such information is unreadable;
 - ii) **ORIGINALS:** At contract termination or expiration--retain its original records, such as the data required in SOW subsections 1b and 2 and maintain (in confidence to the extent required by law) the contractor's original records in UNREDACTED form, until the records retention schedule expires (according to General Contract Condition PUR 1000-18) and to reasonably protect such documents and data during any pending investigation or audit;
 - iii) **Both Copies and Originals:** Upon expiration of all retention schedules and audits or investigations--with notice to the Department, destroy all State Data from the Contractor's systems including, but not limited to, electronic data and documents containing personal information or other information that is exempt or confidential and exempt under the *Florida Statutes* or protected from disclosure under federal law.
- c. **Data Protection.** No State Data or information will be transmitted to, stored in, processed in, or shipped to off-shore locations or out of the United States of America regardless of method, except as required by law. Examples of these methods include (but are not limited to): FTP transfer, DVD, tape, or drive shipping; regardless of level of encryption employed. Access to State Data shall only be available to approved and authorized staff, including remote/offshore personnel, that have a legitimate business need. Requests for remote access shall be submitted to the Department's Help Desk. With approval, third parties may be granted time-limited terminal service access to information technology ("IT") resources as necessary for fulfillment of related

responsibilities. Third parties shall not be granted remote access via VPN, private line, or firewall holes. Requests for exceptions to this provision may be submitted to the Department for approval. All remote connections are subject to detailed monitoring via two-way log reviews and the use of other tools, as deemed appropriate. When remote access needs change, the ISO shall be promptly notified and access shall be removed promptly. 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 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.

The Contractor agrees to protect, indemnify, defend and hold harmless the Department from and against any and all costs, claims, demands, damages, losses and liabilities arising from or in any way related to the Contractor's breach of data security or the negligent acts or omissions of the Contractor related to this subsection.

d. Public Records.

- i) Redacted Records. 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. Should the Contractor provide information deemed confidential or exempt from the Florida Public Records Act, then the Contractor shall place such information in an encrypted electronic form or a sealed separate envelope labeled "CONFIDENTIAL" and provide the Department with an additional copy of its documentation containing such information that has been redacted, labeled "REDACTED," to conceal only that information that the Contractor claims to be confidential.
- ii) Public Records Requests.
 - (1) The provision of redacted contract information on a website for public viewing does not substitute for the duty of the Department nor a state contractor to respond to a public records request. The Contractor is responsible for becoming familiar with the Florida Public Records Act with regard to records associated with the Contract. If a public records request is made to the Contractor, the Contractor will: immediately notify the Department of such request; process the request; and provide the Department progress status reports; and provide a copy of its intended redacted version. The awarded Respondent (Contractor) is responsible for training its employees regarding the Florida Public Records Act and the above notice and process requirements. The Department will consider the Contractor's Contract Manager to be the Contractor's public records contact person.
 - (2) For noncompliance by the Contractor with section 119.0701, F.S., or the above requirements regarding response to public records requests (collectively Public Records Tasks), the Department at its option may enforce these provisions by exercising "Step-In" rights as described in the contract section regarding remedies or according to the termination provisions of the contract or both.
 - (3) If a public record request is made to the Department for documentation related to this Contract, the Department will notify the Contractor of such request if the Contractor has provided the Department with a notice of trade secret or other confidentiality as noted above. If a public record request is made to either party, the Contractor shall be solely responsible for taking whatever action it deems appropriate to legally protect its claim of exemption from the public records law. The

Contractor 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 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 the Department. In the event the Contractor chooses to defend against release of such documents, data or information, and does not succeed in such defense, the Contractor agrees to indemnify the Department against any costs resulting from such order for release of such documents, data or information, except that each party shall be responsible for its own attorney fees. The Contractor shall retain such records for the longer of three years after the expiration of the Contract or the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dliis.dos.state.fl.us/recordsmgmt/gen_records_schedules.cfm) .

- (4) Nothing in this section mitigates the Contractor's responsibility or liability for the release of confidential or exempt information, nor does it waive the Department's sovereign immunity under section 768.28, Florida Statutes.
- iii) Return of Records. The Contractor shall, to the extent required by section 119.0701, F.S., (a) maintain public records required by the Department to perform the service; (b) provide access on the same conditions and at a cost not exceeding that provided in Chapter 119.07, F.S., (c) ensure exempt or confidential documents are not disclosed and (d) transfer public records at no cost to the Department on termination, destroy confidential duplicates, including remnant data, and provide electronic records in a format compatible with the Department's systems at no cost to the Department. For noncompliance by the Contractor, the Department shall enforce these provisions according to the step-in provisions or termination provisions in the Contract or both. The requirements are designed to avoid requiring unconventional data formats since the Contractor will be required at termination to transfer records to the Department at no cost and ensure that electronic records are in a format compatible with that of the Department to comply with section 119.0701, F.S.: using the data formats as noted in deliverables. 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 the Department 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 the Department 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.

7. Insurance.

- a. 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. At a minimum, this includes the following types of insurance for anyone directly or indirectly employed by the Contractor and the amount of such Insurance shall be the minimum limits as follows, unless otherwise approved by the Contract Manager:

- i) Commercial general liability coverage, bodily injury, property damage: \$1,000,000 per occurrence/\$2,000,000 aggregate.
 - ii) Automobile liability coverage, bodily injury, property damage: \$1,000,000 Combined Single Limits. Insuring clause for both bodily injury and property damage shall be amended to provide coverage on an occurrence basis.
 - iii) Workers' compensation and employer's liability insurance covering all employees engaged in any Contract work, in accordance with Chapter 440, F.S.
 - iv) Fidelity Employee Insurance and Computer Crime Insurance naming the Department as joint loss payee as their interest may appear, providing coverage for direct loss to the State and any legal liability of the State arising out of or related to 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 \$100,000 per loss.
- b. Such coverage may be reduced with the consent of the Contract Manager since certain subcontractors have potentially less exposure in liability than other subcontractors. Except as agreed in a separate writing, no self-insurance coverage shall be acceptable unless 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. Upon request, the Contractor shall provide its 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. 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.

8. Termination.

- a. The Department may, in its sole discretion, terminate the Contract at any time by giving 30 days written notice to the Contractor.
- b. All services performed by the Contractor prior to the termination date of this Contract shall be professionally serviced to conclusion in accordance with the requirements of the Contract. Should the Contractor fail to perform all services under the Contract, the Contractor shall be liable to the Department for any fees or expenses that the Department may incur in securing a substitute provider to assume completion of those services.
- c. As provided in section 287.058, F.S., the Department may terminate the Contract immediately in the event that the Department requests in writing that the Contractor allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., which are made or received by the Contractor in conjunction with the Contract, and the Contractor refuses to allow such access. However, nothing herein is intended to expand the scope or applicability of Chapter 119, F.S., to the Contractor. The Contractor shall not be required to disclose to the public any proprietary copyrighted trade secrets or other materials protected by law pursuant to section 119.07, F.S.
- d. If at any time the Contract is canceled, terminated, or expires, and a contract is subsequently executed with a firm other than the Contractor, the Contractor has the affirmative obligation to assist in the smooth transition of Contract services to the subsequent contractor. Before the end of the contract period, the Contractor shall be responsible for transferring all State Data back to the Department or successor contractor including a contingency transition plan, which will include at a minimum

training, transfer of data and transition period error correction. If the Contractor defaults in the performance of any covenant or obligation contained in the Contract, including without limitation the minimum requirements contained in the Statement of Work, or in the event of any material breach of any provision of the Contract by the Contractor, the Department may, in its sole discretion, provide notice and an opportunity to cure the default rather than exercise the remedy of termination. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notification will also provide that, should it fail to perform within the time provided, the Contractor will be found in default. If the default or breach is not cured within fifteen (15) calendar days after written notice is given to the Contractor specifying the nature of the alleged default or breach, then the Department, upon giving written notice to the Contractor, shall have the right to terminate the Contract effective as of the date of receipt of the default notice.

- e. After receipt of a notice of termination or partial termination, and except as otherwise directed by the Department, the Contractor shall stop performing services on the date, and to the extent specified, in the notice. The Contractor shall accept no further work or new services related to the affected Deliverables, and shall, as soon as practicable, but in no event longer than fifteen (15) calendar days after termination, terminate any orders and/or subcontracts, if any, related to the terminated Deliverables and settle all outstanding liabilities and all claims arising out of such termination of orders and/or subcontracts, with the approval or ratification of the Department to the extent required, which approval or ratification shall be final for the purpose of this section.

9. Events of Default.

Provided such failure is not the fault of the Department or outside the reasonable control of the Contractor, the following events, acts, or omissions, shall include but are not limited to, events of default:

- a. Failure to pay any and all entities, individuals, and the like furnishing labor or materials, or failure to make payment to any other entities as required herein in connection with the Contract;
- b. Failure to complete and maintain, within the timeframes specified between the Department and the Contractor, the applicable system installation, ongoing performance, maintenance, and provision of Services;
- c. The commitment of any material breach of this Contract by the Contractor, failure to timely deliver a material deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Contract;
- d. Employment of an unauthorized alien in the performance of the work;
- e. One or more of the following circumstances, uncorrected for more than thirty (30) calendar days unless within the specified thirty (30) day period, the Contractor (including its receiver or trustee in bankruptcy) provides to the Department adequate assurances, reasonably acceptable to the Department, of its continuing ability and willingness to fulfill its obligations under the Contract:
 - i) Entry of an order for relief under Title 11 of the United States Code;
 - ii) The making by the Contractor of a general assignment for the benefit of creditors;
 - iii) The appointment of a general receiver or trustee in bankruptcy of the Contractor's business or property;
 - iv) An action by the Contractor under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation;
 - v) Entry of an order revoking the certificate of authority granted to the Contractor by the State or other licensing authority;

- f. The Contractor makes or has made an intentional material misrepresentation or omission in any materials provided to the Department or fails to maintain the required insurance.
- g. If the Department determines that the services to be furnished do not meet the specified requirements, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, the Department may terminate the Contract.

10. Liability and Indemnification.

- a. In addition to the provisions in PUR 1000 regarding liability, the following provisions apply: No provision in this Contract shall require the Department to hold harmless or indemnify the Contractor, insure or assume liability for the Contractor's negligence, waive the Department's sovereign immunity under the laws of Florida, or otherwise impose liability on the Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Contract.
- b. The Department's maximum liability for any damages, regardless of form of action, shall in no event exceed the actual contract cost or price to the Contractor for the relevant products or services giving rise to the liability, the date of performance of the applicable services.

11. Remedies.

- a. Damages for Non-Performance.
To the extent that financial consequences are not further specified in the Statement of Work, the following apply. Nothing in this section shall be construed to make the Contractor liable for delays that are beyond its reasonable control. Nothing in this section shall limit the Department's right to pursue its remedies for other types of damages:
 - i) Non-performance: Contractor acknowledges that its failure to meet the agreed upon deadline for, delivery of deliverables will damage DFS but that by their nature such damages are impossible to ascertain presently and will be difficult to ascertain in the future. Accordingly, the parties agree upon a reasonable amount of liquidated damages which are not intended to be a penalty and are solely intended to compensate for unknown and unascertainable damages. Accordingly, liquidated damages shall be assessed on the Contractor as follows: Failure to meet the deliverable deadlines as identified in the Statement of Work will result in a reduction of 1% of the price of the deliverable for each day that any deliverable is received after its due date, as specified in the Statement of Work. Price reductions will be assessed up to a maximum of 10% for each of Deliverables 1-3.
 - ii) Actual or other Damages: Where actual damages can be assessed, DFS will assess actual damages on the Contractor and liquidated damages would not apply. Actual damages include direct damages (which occur immediately upon the act done) and consequential damages (the necessary and connected effect of the wrongful act flowing from some of its consequences or results, thought to some extent depending on the circumstances.)
 - iii) Holdback: Unless otherwise specified, partial payments will be made upon acceptance of materials or services so invoiced if in accordance with completion date. However, five percent (5%) of the value of the entire order will be retained until completion of the contract. The Contractor shall have the opportunity to "earn back"

the withheld payment(s) by successfully providing the deliverable that is accepted by DFS; any such withheld payment shall be paid along with the final payment.

b. Step-in Rights

For noncompliance by the Contractor with tasks related to public records, the Department at its option may enforce these provisions by exercising "Step-In" rights as described below:

- i) If the Department exercises its Step-In rights, the Contractor must cooperate fully with the Department (including its personnel and any third parties acting on behalf of the Department) and shall provide, at no additional charge to the Department, all assistance reasonably required by the Department as soon as possible, including:
 - (1) providing access to all relevant equipment, premises and software under the Contractor's control as required by the Department (or its nominee); and
 - (2) ensuring that the Contractor personnel normally engaged in the provision of the Public Records Tasks are available to the Department to provide assistance which the Department may reasonably request.
- ii) The Department's Step-In rights will end, and the Department will hand back the responsibility to the Contractor, when the Contractor demonstrates to the Department's reasonable satisfaction that the Contractor is capable of resuming provision of the affected Public Records Tasks in accordance with the requirements of the Contract, Section 6d and that the circumstances giving rise to the Step-In right cease to exist and will not recur.
- iii) The Contractor must reimburse the Department for all reasonable costs incurred by the Department (including reasonable payments made to third parties) in connection with the Department's exercise of Step-In rights and provision of the affected Public Records Tasks (Step-In Costs).
- iv) The Department will continue to pay the Contractor the charges (including that portion which relates to the affected Public Records Tasks) due for the products or services, provided that the Contractor reimburses the Department for the Step-In Costs. If the Contractor fails to reimburse the Department within 30 days of receipt of the Department's demand for payment of Step-In Costs, the Department is entitled to set off such Step-In Costs against a subsequent invoice.

12. State property.

Title to all property furnished by the Department under this Contract shall remain in the Department, and Contractor shall surrender to the Department all property of the Department prior to settlement upon completion, termination, or cancellation. The parties shall settle any transfers of property which may have been required to be furnished to the Department or which otherwise belongs to the Department; and the Contractor shall provide written certification to the Department that the Contractor has surrendered to the Department all said property.

All deliverables delivered to the Department and all of the data collected or created for or provided by the Department (State data) shall become and remain the Department's property upon receipt and acceptance. Upon termination the Contractor shall return State-owned materials being utilized by the Contractor and all State data in a standard format designated by the Department. All work materials developed by the Contractor under this 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, Department of Financial Services.

13. Contract Modification.

This Contract may be amended only by a written agreement between both parties subject to the provisions of Chapter 287, F.S.

14. Nonexclusive Contract.

This procurement will not result in an exclusive license to provide the services described in the solicitation or the resulting Contract. The Department may, without limitation and without recourse by the Contractor, contract with other vendors to provide the same or similar services.

15. Statutory Notices.

The Department shall consider the employment by any contractor of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationality Act. Such violation shall be cause for unilateral cancellation of this Contract. An entity or affiliate who has been placed on the public entity crimes list or the discriminatory vendor list may not submit a proposal on a contract to provide any goods or services 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 pursuant to limitations under Chapter 287, F.S.

16. Compliance with Federal, State and Local Laws.

The Contractor and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, worker's compensation, licenses and registration requirements. The Contractor shall retain records relating to the Contract and its performance for the longer of five (5) years after the expiration of the Contract or the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dhis.dos.state.fl.us/recordsmgmt/gen_records_schedules.cfm). If applicable, section 508 of the Rehabilitation Act Amendments, 29 USC section 794, compliance information on the supplies and services in this Contract are available on a website indicated by the Contractor. The Electronic and Information Technology standard can be found at: <http://www.section508.gov/>.

17. Employment Eligibility and Background Verification.

- a. Employment eligibility verification. The Contractor is responsible for payment of costs if any, and retaining records relating to, employment eligibility verification, which records are exempt from Chapter 119, F.S., which verification requires the following:
 - i) The Chief Financial Officer has directed, in cooperation with the Governor's Executive Order 11-116, that the Contractor must participate in the federal E-Verify Program for Employment Verification under the terms provided in the "Memorandum of Understanding" with the federal Department of Homeland Security governing the program if any new employees are hired to work on this Contract during the term of the Contract. The Contractor agrees to provide to the Department, within thirty days of hiring new employees to work on this Contract, documentation of such enrollment in the form of a copy of the E-Verify "Edit Company Profile" screen, which contains proof of enrollment in the E-Verify Program. Information on "E-Verify" is available at the following website: www.dhs.gov/e-verify
 - ii) The Contractor further agrees that it will require each subcontractor that performs work under this Contract to enroll and participate in the E-Verify Program if the subcontractor hires new employees during the term of this Contract. The Contractor

- shall include this provision in any subcontract and obtain from the subcontractor(s) a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available to the Department upon request.
- iii) Compliance with the terms of this Employment Eligibility Verification provision will be an express condition of the Contract and the Department may treat a failure to comply as a material breach of the Contract.
 - iv) In the event legislation authorizes an alternative option as proof of legal status, the Contractor may use the process authorized by such legislation upon its passage.
- b. Comply with the background requirements of the RFP 3.8 Section 5

18. Miscellaneous.

- a. This Contract, and any referenced or attached addendum embodies the entire agreement of the parties. There are no other provisions, terms, conditions, or obligations. This Contract supersedes all previous oral or written communications, representations or agreements on this subject. In any conflict between this Contract and any referenced or attached addendum, the terms and conditions of this Contract shall take precedence and govern. Acceptance of service or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of any proposed modification to terms and conditions.
- b. Any dispute concerning performance of the Contract shall be decided by the Department's designated Contract Manager, who shall reduce the decision to writing and send a copy to the Contractor at a previously provided address. In the event a party is dissatisfied with the dispute resolution decision, jurisdiction for any dispute arising under the terms of the Contract will be in the courts of the State of Florida, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Contract.
- c. The laws of the State of Florida and the Department's rules govern this Contract.
- d. The Contractor agrees that no funds received by it under this Contract will be expended for the purpose of lobbying the Legislature or a state agency pursuant to section 216.347, F. S., except that pursuant to the requirements of section 287.058(6), F. S., during the term of any executed contract between the Contractor and the state, the Contractor may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that contract.
- e. The Contractor is an independent contractor, and is not an employee or agent of the Department.
- f. All services contracted for are to be performed solely by the Contractor and may not be subcontracted or assigned without the prior written consent of the Department. The Department may refuse access to or require replacement of any Contractor employee, subcontractor or agent for cause, including but not limited to technical or training qualifications, quality of work, change in security status, or non-compliance with a Department policy or other requirement. Such action shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The Department may reject and bar from any Department facility for cause any of the Contractor's employees, subcontractors or agents.
- g. The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Contract, including without limitation, the obligations regarding confidentiality, proprietary interests, and limitations of liability, shall survive termination, cancellation or expiration of this Contract.
- h. The Contractor hereby agrees to protect, indemnify, defend and hold harmless the Department from and against any and all costs, claims, demands, damages, losses and

liabilities arising from or in any way related to the Contractor's breach of this contract or the negligent acts or omissions of the Contractor.

- i. The Department shall not be deemed to assume any liability for the acts, omissions to act or negligence of the Contractor, its agents, servants, and employees, nor shall the Contractor disclaim its own negligence to the Department or any third party.
- j. If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.
- k. During the term of this Contract, the Contractor shall not knowingly employ, subcontract with or sub-grant to any person (including any non-governmental entity in which such person has any employment or other material interest as defined in section 112.312 (15), F. S., who is employed by the state or who has participated in the performance or procurement of this Contract except as provided in section 112.3185, F. S.

19. Execution in Counterparts and Authority to Sign.

This Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. Each person signing this Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

20. Contract Administration.

- a. The Department's Contract Manager is identified on Exhibit C.
- b. The Contractor's Contract Manager is identified on Exhibit C. All written and verbal approvals referenced in this Contract must be obtained from the parties' Contract Managers designated in this section or their designees in writing.
- c. Notices required to be in writing must be delivered or sent to the intended recipient by hand delivery, certified mail or receipted courier and shall be deemed received on the date received or the date of the certification of receipt.
- d. In the event that different representatives are designated by either party after execution of this Contract, notice of the name and address of the new representatives will be rendered in writing to the other party and said notification attached to originals of this Contract

IN WITNESS WHEREOF, the parties by their duly authorized representatives, have signed this Contract.

_____	Department of Financial Services
Contractor Name	
_____	_____
Contractor Representative:	Title:
Title: _____	Chief Financial Officer or his designee
Date: _____	Date: _____

DFS TR RFP 14/15-11

Attachment B

Statement of Work

1. Scope of Work

DFS seeks to engage an independent third party consulting firm with experience in planning and/or managing public sector technology projects, in particular, Enterprise Resource Planning (ERP) projects, and experience in assessing research and recommendations. The Contractor shall review the FLAIR Study recommendation to replace FLAIR and CMS with an ERP. The Contractor shall:

- a) Review the data as collected by the North Highland Team and provide an assessment on the recommendation to replace FLAIR and CMS with an ERP.
 - a. Using the collected data and the options outlined in the 2013 General Appropriations Act (GAA), the contractor shall review and confirm the assumptions, benefit comparison, and risks associated with each option and identify any points for DFS to consider that would materially affect the recommendation.
 - b. If the contractor is not able to confirm the recommendation to replace FLAIR and CMS with an ERP, the contractor shall provide as part of their report, a detailed explanation of their conclusions, including how and why they arrived at those conclusions.
- b) Prepare a final report titled "FLAIR Study Recommendation Review Report".
- c) Work closely with state staff, and be on-site at key points during the project to meet with DFS executives and subject matter experts. The Contractor's time spent on-site shall be agreed upon by both DFS and the Contractor prior to award.
- d) Dedicate a Project Manager to manage the engagement for the Contractor and to serve as the primary point of contact with the Contractor for the project.
- e) Upon start, maintain all project data and supporting documents in a project folder on DFS' network.
- f) Provide written status reports starting within two weeks of contract award, then weekly thereafter, until completion of the project. Status reports are due via email to the DFS Contract Manager, Directors of the Divisions of Accounting & Auditing, Information Services, and Treasury by 12:00pm ET each Friday (unless instructed otherwise in writing by DFS' Contract Manager) until completion of the project and shall include:
 - a. A narrative description of significant activities that have been conducted or are underway.
 - b. The progress-to-date on the Review of the FLAIR Study, including tentative conclusions.
 - c. An explanation of any tasks/activities that are behind schedule and a plan to bring them current.
 - d. Notification of any problems that have been encountered and their resolution or plan for future resolution.
 - e. Reporting on any changes in team membership.
 - f. Be available on the day deliverable D1, D2 and D3 are completed to discuss the deliverables with the Department.

- g. As needed by DFS, the Contractor shall be available upon request to address requests from legislative committees or other bodies to explain the recommendation or answer questions regarding the study.
- h. Ensure that all documents—prior to being presented for review by DFS staff—have gone through an internal quality assurance editorial review so that grammar and formatting errors are minimized.

2. FLAIR Study Recommendation Review Report

The FLAIR Study Recommendation Review Report resulting from the Contractor’s analysis shall adhere to the requirements set forth in proviso associated with Specific Appropriation 2340A of the 2014 General Appropriations Act. The report shall include the following:

1. **Executive Summary.** The Contractor shall summarize the results of the review. The Contractor shall describe the purpose and focus of this review and provide an overview of the assessment.
2. **Approach and Analysis.** The Contractor shall describe the detailed approach used to review the FLAIR Study. The Contractor shall include any materials and resources used to conduct this review. The Contractor shall present its analysis and, where appropriate, use tables, charts, and graphs, to present information in a simple and clear manner.
3. **Assessment.** The Contractor shall present the assessment on the recommendation to replace FLAIR and CMS. The Contractor shall describe how and why they arrived at the assessment and, if necessary, any implications of the assessment.

3. Schedule

The due dates specified shall be negotiated in writing by DFS and the Contractor.

Deliverable Title:	Deliverable Due Date:
D1 - Review Plan and Schedule	April 27, 2015
D2 - Draft of the FLAIR Study Recommendation Review Report	May 25, 2015
D3 - Final FLAIR Study Recommendation Review Report	June 26, 2015
D4-Consultation and Testimony	As requested through September 1, 2015

DFS will assess damages on the Contractor for any deliverable that does not meet the deliverable due date.

4. Deliverables and Acceptance Criteria

The Contractor agrees to provide all services and deliverables pursuant to DFS' requirements identified in this SOW. DFS will use the following criteria to determine when each deliverable is considered complete and acceptable. DFS' Contract Manager may provide additional acceptance criteria to be used for the Deliverables. The Contractor must submit the following deliverables in the format specified to the Contract Manager for review and approval by the due dates specified below:

Deliverables and Acceptance Criteria
<p>Deliverable: 1 (D1) Description: Review Plan and Schedule Minimum Acceptance Criteria:</p> <p>The Review Plan and Schedule shall include the following, at a minimum:</p> <ul style="list-style-type: none">• A Microsoft Word 2007 document or an equivalent format approved in writing by DFS.<ul style="list-style-type: none">• At a minimum, the Review Plan and Schedule shall document:<ol style="list-style-type: none">1. the approved scope and scope exclusions;2. a controlled, objective and systematic review approach;3. communication plan;4. plan and approach for quality assurance; and5. list of the staffing team members, including their roles, and responsibilities.• A Microsoft Project 2010 schedule.<ul style="list-style-type: none">• At a minimum, the schedule shall include:<ol style="list-style-type: none">1. work required broken into tasks;2. firm task durations (estimated durations should be limited);3. task start and finish dates;4. task predecessors and successors;5. assigned resources;6. a clear critical path;7. external constraints; and8. baseline start and finish dates.• The schedule shall also reflect non-working time of project team members (i.e., weekends, holidays).
<p>Deliverable: 2 (D2) Description: Draft of "FLAIR Study Review Report" Minimum Acceptance Criteria:</p> <p>This deliverable shall include the following, at a minimum:</p> <ul style="list-style-type: none">• A Microsoft Word 2007 document that reflects work to date on the review.• The Contractor will provide a detailed explanation of their Approach and Analysis.• The contractor will include 100% of the content expected for the final report in this draft and include the following in details of their Assessment:<ol style="list-style-type: none">a. Summary of the resultsb. Details on their review of the FLAIR Study and identify if they identified any material discrepancies that had an impact on the option analysis and final recommendation.c. Details on their conclusions and how they arrived at those conclusions.d. As applicable, include work papers from their research and references that support their conclusions.

Deliverable: 3 (D3)**Description: Final “FLAIR Study Recommendation Review Report”****Minimum Acceptance Criteria:**

This deliverable shall include the following, at a minimum:

- The final draft shall fully meet all of the requirements defined in Attachment B, Section 2 and any additional revisions as a result of DFS review of Deliverable 2.
- The final draft shall be proofread and edited for proper grammar, spelling and consistent formatting.
- Contractor should allot DFS space in the report for providing input/response and include DFS’ comments, if any, in the final draft.
- The final draft shall be delivered to DFS in eight (8) bound hardcopies and an electronic copy in PDF format and in each file’s native format (e.g., Microsoft Word, Excel, Visio, etc.). Microsoft files should be compatible with the 2007 version of Microsoft Office products.
- The Contractor shall include in the study all documentation and other information gathered by the Contractor that supports its analysis, conclusions and assessment in either an appendix or lettered exhibits to the study.
- Exhibits and appendices shall be used to validate the data used or provide supporting detail. Footnotes or end notes shall also be used in the study to make reference to resources used by the Contractor in performing the study. Supporting information and documentation gathered by the Contractor shall be provided to DFS with the final report. Supporting information and documentation includes, but is not limited to, analysis of data collected by the Contractor from key stakeholders, both internal and external, subject matter experts, budget staff, legal staff, legislative staff, technology managers, project director, and employees at DFS and other agencies.
- Note: DFS reserves the right to append a response if needed to the contractor’s report.

Deliverable: 4 (D4) – Other tasks.

Satisfactory performance and the Department’s acceptance of these services is a requirement for payment of the Holdback as outlined in (Section 11.a.iii, Attachment A). The Department and Contractor will develop expectations for D4 upon acceptance of the final report.

Description: Consultation and/or testimony before Gubernatorial, Cabinet or Legislative bodies.

Minimum Acceptance Criteria:

This deliverable shall include the following, at a minimum:

- Contractor shall respond to DFS’ requests to appear before, or respond to inquiries from DFS, legislative committees or other bodies within the timeframe identified at the time of the request.
- Contractor shall be available to participate in up to five (5) in person meetings and five (5) conference calls for consultation and/or testimony before Gubernatorial, Cabinet or Legislative bodies. Gubernatorial, Cabinet or Legislative requests may occur outside of normal office hours.
- Contractor shall develop responses that appropriately address inquiries received from legislative committees or other bodies.

If the Contractor fails to meet the minimum acceptable criteria for any deliverable, then the applicable consequences described in Contract section 11 apply.

Attachment C – Cost/Price Response

1. Use the template below to propose the contract price for providing all services outlined in this RFP.

Fixed Price Schedule	Amount
Deliverable 1	
Deliverable 2	
Deliverable 3	
TOTAL Amount	

Payment for Deliverable 4 will be the Holdback described in Section 11a.iii, Attachment A.

2. Job Titles and Hourly Rates for Staff Assigned to the Project. These costs below are used for compliance verification purposes only.

Name:	Job Title:	Anticipated No. of Hours:	Hourly Rate:	Total Cost:
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
	TOTAL			\$

Price Response Summary

*Total Cost of the Contract: \$ _____

* This figure will be used basis of award for cost.

I agree to abide by all conditions of this Response and certify that the Respondent is in compliance with all requirements of the RFP including but not limited to, certification requirements.

RESPONDENT NAME: _____

NAME OF AUTHORIZED REPRESENTATIVE: _____

AUTHORIZED REPRESENTATIVE SIGNATURE: _____

SIGNATURE DATE: _____

DFS TR RFP14/15-11

Attachment D– Reference Form

Use the template below to list up to three (3) separate and verifiable clients of the Vendor's firm in the format below. The clients listed shall be for whom similar projects were completed as requested.

Reference #__

Project Title	
Client Organization	
Client Contact or Reference	
Client Phone	
Client Email Address	
Period of Performance(initial and final) Explain any delay in project completion	
Contract Value (initial and final). Explain any growth in contract value.	
Degree of project success – customer acceptance, success in meeting organizational goals, on-budget delivery of services.	
Describe how services are similar to the services requested in this RFP.	

I authorize DFS to contact these references.

Vendor Name: _____

Person Submitting Quote: _____

Signature: _____

Date: _____

DFS TR RFP 14/15-11 Attachment E – (Optional) Identical Tie Response Certification

In the event of identical tie Proposals, 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 s. 295.187, F.S.

____C. A Florida-based business having at least one of the following characteristics:

- 1) Fifty-one (51%) 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, when a violation occurs 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: _____

DFS TR RFP14/15-11

Attachment F

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:

Contract Exhibit C

Authorized Representatives and Contract Manager Contact Information

1. Department's Contract Manager

All services will be performed under the direction and control of:

Eddie Currie
Division of Information Services
101 East Gaines Street
Tallahassee, Florida 32399

2. The Contractor's Contract Manager

insert the Contractor's information and a contact person

[Located at] _____

850) 410-____ (voice)

(850) 410-____ (fax)

____. ____ (office email)

[Avoid use of personal identifiable information since the contract will be posted in the Internet (e.g., do not use cell numbers).]

Binding Commitments

Representatives of the Contractor identified in the table below shall have the authority to make binding commitments on the Contractor's behalf within the bounds set forth in such table. Such representatives may be changed from time to time upon written notice by the Contractor.

Decision Profile

[Representative(s) name]

Day-to-day operational issues within the contracted scope of Services: _____

Modifications to the contracted Statement of Work: _____