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**ATTACHMENT A
STATEMENT OF WORK
FOR
INFORMATION TECHNOLOGY OPERATIONS
AND MAINTENANCE SERVICES
ITN NO: DMS 16/17-032
THE STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES**

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SECTION 1. GENERAL REQUIREMENTS AND DESCRIPTION OF SERVICES

1.1 Purpose

The Department is seeking a Contractor to provide ongoing operations and maintenance (O&M) and enhancement services for the Integrated Retirement Information System (IRIS) as set forth in this **Attachment A – Statement of Work (SOW)**, over the life of the contract.

1.2 Service Related Acronyms and Definitions

- **AST:** Agency for State Technology
- **Blended Hourly Rate:** A single hourly billing rate that will be used for resources (staffing) performing enhancement services provided by the Contractor. This rate applies regardless of the staff used for the enhancement services and regardless of the staff's skill levels, internal costs, and standard hourly billing rates.
- **Contract:** The agreement resulting from this ITN between the Department of Management Services and the awarded Contractor.
- **Contractor:** Offeror awarded the Contract for this ITN.
- **COTS:** Commercial off the Shelf – products that are standard manufactured products rather than customized products.
- **Department:** The Department of Management Services.
- **Division:** The Florida Division of Retirement within the Department of Management Services.
- **Enhancement:** A modification or upgrade that increases system capabilities, as opposed to maintenance of current functionality. This includes development, modifications, and improvements to IRIS, FRS Online or CRM; or other system components as set forth in Table 1 in subsection 3.1.3 of the SOW. Tasks detailed in subsections 1.7 and 1.8 are not Enhancements; however, once an Enhancement has been implemented in the production environment, the ongoing operations and maintenance and disaster recovery related to the new Enhancement becomes part of the scope of subsection 1.7 and 1.8.
- **FRS:** Florida Retirement System
- **Incident:** Includes any event that causes or may cause, an interruption to, or a reduction in, the quality of that service pertaining to and impacting compliance with specified performance measures, as well as requests for information that impact business operation.
- **IRIS:** Integrated Retirement Information System.
- **O&M:** Operations and Maintenance
- **Protected Data:** A representation of information, knowledge, facts, concepts, computer software, computer programs or instructions, that is Sensitive Personal Information, exempt or confidential information under Florida or federal law, or protected health information as defined in 45 C.F.R. § 160.103. Protected Data may be in any form, including but not limited to, storage media, computer memory, in transit, presented on a display device, or in physical media such as paper, film, microfilm, or microfiche. Protected Data includes the original form of the Protected Data and all metadata associated with the Protected Data.
- **SLA or Service Level Agreement:** The provisions within the Contract that define the level of service expected from the Contractor.
- **SME:** A subject-matter expert or domain expert who, during the term of the Contract, is an authority in a particular area or who has special knowledge or skills in a particular area.

- **SOW:** Statement of Work
- **Sensitive Personal Information (SPI):** Sensitive personal information includes any information about an individual maintained by an agency, including (1) any information that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. This definition includes Protected Data.
- **System Investigation Request (SIR):** The work intake and tracking mechanism for service requests, both for Operations & Maintenance and Enhancement items.
- **Technical System Design:** The process of defining the components, modules, interfaces, and data for a system to satisfy specified requirements.
- **User Acceptance Testing or UAT:** Formal testing with respect to user needs, requirements, and business processes conducted to determine whether a system satisfies the acceptance criteria and to enable the user, customers or other authorized entity to determine whether or not to accept the system.

1.3 Compliance with AST Standard Operating Procedures and Rules

All work produced under the resultant Contract shall comply with rule chapter 74-1 of the Florida Administrative Code and all applicable Standard Operating Procedures of the AST available at the link included below.

<http://www.ast.myflorida.com/publications.asp>

1.4 Service Locations, Times, and Equipment

1.4.1 Service Location and Equipment

The Contractor will provide O&M services onsite (Tallahassee-based) and enhancement services onsite (Tallahassee-based) or in a hybrid of onsite and offsite locations. Any changes in the location of the Contractor's staff for enhancement services which will affect the Division's ability to contact the Contractor's liaison by telephone, facsimile, or Internet, or which will potentially diminish the Contractor's performance shall be requested in writing within ten (10) business days prior to the anticipated change.

The Contractor's onsite team will be provided office space, desks, computer connections, network facilities, telephones, access to a copier, or other equipment and supplies in connection with Contractor's performance of the services under the Contract. The Contractor's shall not use Department facilities, equipment, or services for services other than services required under the Contract. Violation of this provision will result in an assessment against the payment requested in the Contractor's next invoice.

The Contractor's offsite team must provide all facilities, equipment, and services required to operate. Contractor's staff shall use Division-approved means to work remotely as needed. The offsite team must follow the Division's protocol for secure access to development and test environments with adequately scrambled / fictitious test data hosted in the state data center.

The Contractor shall use pertinent software and hardware installed at the state data center for development and testing and other support activities directly related

to the system components as set forth in Table 1 in subsection 3.1.3 of the SOW.

1.4.2 Service Times

The Contractor shall be available to provide 24 hours a day, 7 days a week (24 x 7) support for IT O&M and enhancement services listed in this **Attachment A**. The office hours shall be:

- At least an eleven-hour business day, from 7:00 a.m. to 6:00 p.m., Eastern Time, Monday through Friday, exclusive of State of Florida designated holidays. The Contractor's staff may work on these holidays at the discretion of the Contractor. If the Contractor observes other holidays that are not state of Florida designated holidays the Contractor will provide sufficient staff to maintain Division operations. The Division shall have the option to require the Contractor to supply onsite personnel for nonstandard work periods between the hours of 6:00 p.m. and 7:00 a.m., Eastern Time in Tallahassee, Florida.
- 24 x 7 Services: In instances where the Contractor's services cannot be conducted during regularly scheduled hours, the Contractor must work with the Division to determine when the services may be conducted outside of regular hours. This includes, but is not limited to: weekly deployments for FRS Online, IRIS and CRM; patches performed on network devices that will likely cause down time; and major commodity software applicable upgrades.
- Enhancement services performed before or after business hours may be conducted off-site, except as provided otherwise in this ITN.

1.5 Responsibilities of the Parties

1.5.1 Responsibilities of the Department

1.5.1.1 Contract Management

1. Designate the contract manager to be a liaison between the Division and the Contractor.
2. Provide correspondence and written approvals to the Contractor.
3. Receive and archive all deliverables from the Contractor.
4. Approve deliverables.
5. Review, verify, and approve invoices from the Contractor.
6. Attend meetings with the Contractor.
7. Provide assistance in resolving any contractual issues.
8. Monitor the Contractor's performance under the Contract. Monitoring of the Contractor's performance will include, but will not be limited to, evaluating the effectiveness of all project management, maintenance, operations, and enhancement activities for adherence to performance measures and outcomes, Department policies and standards, and compliance with software documentation and requirements.

1.5.1.2 Project Management of Work Performed under the Contract

1. Receive and review of all deliverables at a project level for approval.
2. Review project management deliverables and plans for approval.

3. Review schedule updates and other changes to the project management plan for approval.
4. Review Contractor's status reports and estimates for approval.
5. Review the Contractor's resolution of escalated issues for approval.
6. Coordinate external reporting needs with the Contractor.

1.5.1.3 Operations & Maintenance

1. Facilitate identification of FRS System related issues by various internal and external stakeholders. Coordinate with external agencies for troubleshooting security, network, firewall, and hosting issues.
2. Facilitate review and Division approval of categorization of Incidents into Severity Levels as identified in subsection 3.1.1.1 Table 1.
3. Review system documentation, including proposed database changes, for approval.
4. Review software and hardware upgrade requests for approval.
5. Review capacity planning and performance testing metrics for approval.
6. Review the deliverable content recommended by the Contractor and if necessary, communicate content modifications to the Contractor. Division will have final approval on all deliverable content.
7. Review FRS System design changes for approval.
8. Conduct User Acceptance Testing (UAT).
9. Review system documentation, including proposed database changes, for approval.
10. Review performance testing results.
11. Review the data fix process and data fixes for approval.

1.5.1.4 Enhancements

1. Review and prioritize enhancement requests based on business needs.
2. Schedule enhancement deliverables.
3. Review the enhancement timeline and estimates for approval.
4. Review FRS System design changes for approval.
5. Conduct UAT.
6. Conduct regression testing as necessary.
7. Review system documentation, including database changes, for approval.
8. Review performance testing results.
9. Review Contractor's estimates for approval.
10. Coordinate with Contractor to create enhancement estimating criteria.

1.5.2 Responsibilities of the Contractor:

1. Designate a contract manager to be a liaison between the Contractor and the Division.
2. Facilitate identification of FRS System related issues by various internal and external stakeholders. Coordinate with external agencies for troubleshooting security, network, firewall, and hosting issues.
3. Facilitate logging and categorization of Incidents into Severity Levels as identified in subsection 3.1.1.1 Table 1 for review and approval by the Division.
4. Provide deliverables and related documentation in a format mutually agreed with the Division and coordinate the review of all deliverables and related documentation with the Division's contract manager.
5. Respond to content modifications requested by the Division.
6. Submit a project management plan and any schedule updates or other changes to the project management plan to the Division's contract manager for approval in the time frames established by the Division.
7. Submit status reports to the Division's contract manager for approval.
8. Submit resolution of escalated issues.
9. Submit all correspondence and requests for approval to the Division's contract manager.
10. Provide information for external reports as requested by the Division in the time frames established by the Division.
11. Prepare invoices in accordance with the requirements of the contract and coordinate the review and verification of invoices with the Division's contract manager.
12. Provide system documentation, including proposed database and design changes, to the Division's contract manager for approval.
13. Provide software and hardware requests to the Division's contract manager for approval.
14. Provide capacity planning and performance testing metrics to the Division's contract manager for approval.
15. Provide performance testing results to the Division's contract manager.
16. Provide data fixes and proposed data fix processes to the Division's contract manager for approval.
17. Submit proposed enhancement timeline and estimates to the Division's contract manager for approval in the time frames established by the Division.
18. Provide information for regression testing and UAT as requested by the Division.
19. Coordinate with the Division to create enhancement estimating criteria.
20. Manage and assume responsibility for all proposed resources. This includes the work assignment, work effort, and responsibility for all Contractor tasks.
21. Manage resources to meet Contractor's obligations with regard to the agreed upon Performance Measures, timelines, and effort estimates.
22. Provide documentation for review as required by the Contract to enable monitoring of the Contractor's performance under the Contract.

23. Meet with the Division's contract manager, other designees of the Division, and Department on contractual issues as scheduled by the Division.
24. Work to resolve contractual issues.
25. Provide any other documentation or information as required by the Contract.
26. Assess the systems on a regular basis to determine needed hardware and software updates and request approval for these updates.
27. Cooperate with other contractors and Division employees who are performing additional or related work. The Contractor shall not commit any act under its control, outside of the scope of the Contract, which would interfere with the performance of work by any other contractor or by Division employees. Contractor will have no responsibility for the performance of other contractors or vendors engaged by Division, or delays caused by them, in connection with the project.

1.6 Method of Payment

The Contractor shall not be entitled to payment for any work performed outside the scope of the Contract.

The Contractor shall invoice monthly, for the prior month's services, as follows:

1.6.1 Monthly O&M Payment:

The Operations and Maintenance work to support IRIS as defined in the SOW (including extended services), shall be billed on a fixed price basis per calendar month (the "Monthly O&M Charge"), regardless of the number of hours in that month or the number of people the Contractor assigns to perform maintenance and operational activities.

The fixed monthly payment will be calculated as follows: Total Annual contract amount for O&M Services divided by 12 (months) = Monthly O&M Charge.

1.6.2 Monthly Enhancement Payment:

The enhancement services as described in this SOW shall be billed on a monthly basis using the Blended Hourly Rate for enhancement services provided by the awarded vendor(s) in its reply to the ITN in the final version of **Attachment C – Price Sheet**. The monthly payment amount for enhancements is calculated as follows: total number of approved hours worked on enhancements multiplied by the Blended Hourly Rate for the fiscal year.

Before Contractor commences work on enhancements, it must have the Division's approval for the enhancement and the estimated effort associated with each enhancement. The Contractor must base its estimates on Department-approved estimating criteria established by the Division and the Contractor. Once an enhancement has been approved by the Division, the Contractor shall not charge more than the approved estimated effort for the enhancement without additional written approval from the Division.

The Department reserves the right to stop the Contractor's work on any enhancement at any time or to withdraw approval of any enhancement at any time. The Contractor will only be entitled to payment for work performed before the Department stopped the Contractor's work on the enhancement.

1.6.3 Invoice Requirements:

The Contractor shall request payment through submission of a properly completed invoice following the end of each calendar month. Each invoice shall include the contract number, the period of time in which services were rendered, the number of hours worked on Enhancements and the monthly status reports (see **Section 2.4.3** of the SOW). All invoices for fees or other compensation for services must be submitted in detail sufficient for a proper pre-audit and post-audit thereof. The Division will review and, if the invoice is deemed acceptable, approve the invoice for payment.

The Contractor must invoice all charges for services to the Division within **forty-five (45) days** of the completion of work.

1.7 Operations and Maintenance Tasks

The Contractor shall perform all functions necessary for the proper delivery of services delineated in this ITN. The Contractor's Operations and Maintenance Tasks (historically taking approximately 27,000 hours per year; however, this number of hours for Operations and Maintenance may not reflect the number of hours required under this Contract) are listed in **subsections 1.7 and 1.8 of this SOW and section 6 of this SOW**. Staff who will perform the functions listed in this subsection are subject to the Division's approval and should be initially approved prior to the start of services. Once an Enhancement has been implemented in the production environment, the ongoing operations and maintenance and disaster recovery related to the new Enhancement becomes part of the scope of this section and section 1.8.

1.7.1 Technical Support Services

The Contractor will be responsible for technical support services for the Division. The technical support services will include user support, equipment installation and maintenance, all data center administration, and other support duties as assigned.

1.7.1.1 System Administration

Contractor will provide systems administrator(s) to operate and maintain current network infrastructure.

An outline of the current network infrastructure is listed below:

- Oracle Database Appliances – Qty. 2
- VMWare ESX Servers – Qty. 7
- Virtual Servers – Qty. 67
- Physical Servers – Qty. 7
- Firewalls – Qty. 6
- Network Switches - Qty. 11
- Backup Server/Tape Library – Qty. 1
- Storage Array – Qty. 2

This infrastructure is currently managed by three full-time staff.

The Contractor's staff must perform the following required duties:

- Server Hardware Support
- Firewall Administration
- Network Switch Administration
- Document Scanner Support
- SQL DB Administration
- Oracle Database
- Server OS Support
- System Backups
- Storage Administration
- File & Network Print Support
- Domain Services Support (DHCP, DNS & Domain Controller)
- VMWare Administration
- Server and Application Monitoring
- Server and Storage Capacity Planning
- Server OS Upgrades and Patching
- Network Liaison with AST and MFN
- Telecommunications Support
- Network and Server Documentation

1.7.1.2 Technical Support/Help Desk

Contractor shall provide staff for technical support and help desk services. Services will be provided to approximately 200 users and 250 desktops. Notwithstanding the provisions of subsection 1.4.2 of this SOW, technical support and help desk hours of operation are 7:00 a.m. – 6:00 p.m. Eastern Standard Time, Monday – Friday, excluding State holidays. Services provided shall include:

- Management, reporting, and administration of technical infrastructure (operating systems, network, PCs, security, help desk, database and file servers, personnel);
- Front-line support to user community;
- IT infrastructure troubleshooting and problem resolution,
- Request logging, tracking, and communication;
- Initial diagnostics and task assignments;
- Network hardware, PC hardware, printer support, and software installations; and
- General PC and network support.

1.7.2 Software Support Services:

Contractor must provide support for the IRIS Business Process Management – Workflow and Imaging (BPM), Customer Relationship Management (CRM), FRS Online Self-Service website and other supporting applications. Detailed information about the structure and architecture of these applications can be found

in the accompanying technical documentation (**Attachments D & E of this ITN**). Services will include the regular maintenance of the applications and resolution of identified issues and defects.

Application Programmers must be qualified in one or more of the technologies required for the operations, maintenance and enhancements. Application Programmers must be capable of conducting one-on-one or small group design (Joint Application Design and Rapid Application Development - JAD/RAD) sessions with Division staff.

The Contractor must also provide support to the Division in drafting responses to requests for information (for example: in the event of a system audit in response to questions posed by auditors or at the request of the Division regarding system functionality or other information requests).

1.7.3 External Support Services:

The FRS Investment Plan (IP) is supported by a number of applications/functions that are coupled to the internal retirement applications. These functions include the MyFRS portal, the Choice Service, the Financial Guidance Line and data transfer to the Third-Party Administrator (currently AON/Hewitt). Detailed information about the structure and architecture of these applications/services can be found in the accompanying technical documentation (**Attachments D & E of this ITN**). Currently, support for these functions is supplied by Application Programmers and part-time support from the Technology Support Center.

Application Programmers must be qualified in one or more of the technologies required for the operations, maintenance and enhancements. Application Programmers must be capable of conducting one-on-one or small group design (JAD/RAD) sessions with Division staff.

1.7.4 Security Management Services

The contractor shall comply with all applicable laws and procedures pertaining to security and confidentiality including, but not limited to, those listed in the Department's Information Technology policies and those contained in 1.3 of this Statement of Work. A copy of these policies may be obtained from the contract manager.

1. The contractor's own systems and premises shall be subject to inspection by the Department's representatives at any time to verify compliance with security requirements.
2. Any data communications involving the Department may also be monitored by Department security or systems personnel for compliance with these requirements or misuse of the systems.
3. The Department may require the Contractor to accurately complete a self-audit questionnaire relating to IRIS or other electronic information systems the Contractor and any subcontractors utilize to perform the duties under this Contract.

4. Material security violations or improper information disclosures shall constitute sufficient grounds for a determination that a breach has occurred under the Contract.
5. The Contractor must notify the Division when any staff with access to systems are no longer employed for any reason. This notification must be provided seven days prior to the separation.
6. The following summary of key security standards are applicable to all data covered by federal or state laws or regulations, including Protected Data and SPI. The following list is not intended to be, and is not, exhaustive. The contractor must comply with all security requirements related to Protected Data and SPI and any other state of Florida data provided to, or collected by, the contractor acting on behalf of the Department as its provider. Further, the contractor's employees, subcontractors, agents, or other affiliated third-party persons or entities, as well as contracted third parties, must meet the same requirements of the contractor under this Contract and all agreements with the contractor's employees, subcontractors, agents, contractors or other affiliated persons or entities shall incorporate the terms and conditions of data security into any contractual relationships established.
7. Access Controls
 - Viewing and modification of Protected Data and SPI must be restricted to authorized individuals as needed for business related use.
 - Unique authorization is required for each person permitted access to Protected Data and SPI and access must be properly authenticated and recorded for audit purposes.
 - Access to all Protected Data and SPI provided to the contractor's employees, subcontractors, providers, agents, or other affiliated persons or entities must meet the same requirements of the contractor under this Contract and all agreements with it shall incorporate the terms and conditions of data security in the access authorization.
 - Copying/Printing (applies to both paper and electronic forms)
 - Protected Data and SPI should only be printed when there is a legitimate need.
 - Copies must be limited to individuals authorized to access the Protected Data and SPI.
 - Protected Data and SPI must not be left unattended.
 - Network Security
 - All electronic communication including, and not limited to, Protected Data and SPI between the contractor and the Department shall use compatible, industry-standard File Transfer Protocol software, using data encryption or a Virtual Private Network connection to ensure a secure file transfer at no additional cost to the Department.
 - Protected Data and SPI must be protected with a network firewall using "default deny" ruleset required.

- Servers hosting the Protected Data and SPI cannot be visible to the entire Internet, nor to unprotected subnets.
- Physical Security (Servers, laptops, and remote devices on which Protected Data and SPI are stored)
 - For purposes of these standards, mobile devices must be interpreted broadly to incorporate current and future devices, which may contain or collect Protected Data:
 - The computing device must be locked or logged out when unattended.
 - Routine backup of Protected Data and SPI is required and backed up Protected Data must be stored in a secure off-site location.
- Remote Access to Systems Hosting Protected Data and SPI.
 - Remote access to Protected Data and SPI must be restricted to the local network or a secure virtual private network.
 - Unsupervised remote access to Protected Data and SPI by third parties is not allowed.
 - Access to Protected Data and SPI by all third parties must adhere to the requirements of this Contract.
- Data Storage
 - Storage of Protected Data and SPI on a secure server in a secure data center according to relevant security standards and Department security policies is required.
 - Protected Data and SPI stored on individual laptops or mobile devices must use whole disk encryption. Encryption of backup media is similarly required to be encrypted. Protected Data and SPI is not to be transmitted unless encrypted and secured with a digital signature.
 - The Contractor must meet all of the Department and state requirements for individual employee security, information security, and physical security of all non-public data in the possession of the Contractor.
 - The Contractor acknowledges that all Protected Data and SPI, other data and Department content uploaded to the contractor's workstations or mobile devices from the Department, or made accessible to the contractor's workstations or mobile devices or personnel remains the property of the Department.
- Termination Provisions Related to Data
 - Within thirty (30) days after the termination or expiration of this Contract for any reason, the Contractor shall either: return physically or electronically destroy, as applicable, other than the preparation and temporary holding of a download file described herein, all Protected Data and SPI provided to the contractor by the Department, including all Protected Data and SPI provided to the contractor's employees, subcontractors, agents, or other affiliated persons or entities according to the standards enumerated in the Department's policies; or in the event that returning or destroying the Protected Data and SPI is not

feasible, provide notification of the conditions that make return or destruction not feasible, in which case, the contractor must continue to protect all Protected Data and SPI that it retains and agree to limit further uses and disclosures of such Protected Data and SPI to those purposes that make the return or destruction not feasible as the contractor maintains such Protected Data and SPI. This includes any and all copies of the data such as backup copies created at any contractor site. Upon request by the Department, made before or within sixty (60) days after the effective date of termination, the Contractor will make available to the Department for a complete and secure (i.e., encrypted and appropriated authenticated) download file of Department Protected Data and SPI in Extensible Markup Language format or any other format that the Department agrees to accept, including all schema and transformation definitions and/or delimited text files with documented, detailed schema definitions along with attachments in their native format. The downloaded file shall include all Protected Data and SPI provided to the contractor's employees, subcontractors, agents, or other affiliated persons or entities must also comply with this requirement. The contractor's employees, subcontractors, agents, or other affiliated persons or entities must be available throughout this period to answer questions about data schema, transformations, and other elements required to fully understand and utilize the Department's data file.

1.8 Disaster Recovery

The Contractor shall work with the Division and the Division's Disaster Recovery team to update the Division's Disaster Recovery Plan for IRIS, which provides detailed actions to be taken in the event of a natural disaster (e.g. hurricane, fire, water damage) or a disaster resulting from negligence, sabotage, or mob action. The Contractor shall work with the Division to test the planned disaster recovery process as documented in the Disaster Recovery Plan during the yearly disaster recovery exercise led by the Contractor.

In the event that the Contractor fails to demonstrate in the tests of the Disaster Recovery Plan that it can restore system functions, the Contractor shall submit to the Department a corrective action plan that describes how the failure will be resolved. The Contractor shall deliver the corrective action plan within ten (10) business days of the conclusion of the test.

1.9 Enhancements - System Development Life Cycle (SDLC) Tasks

The number of enhancement hours used will be based on the Division's needs, the Division's approval, and legislative appropriation.

For each proposed enhancement, Contractor will work with the Division to develop deliverables for Division approval. For each enhancement, the Contractor shall complete the outlined tasks below. Changes to this task list must be authorized by the Division prior to the start of work. These tasks can be performed to accommodate new and innovative development and deployment approaches as well as traditional waterfall systems development methodology approaches. The Division reserves the right to tailor the outlined tasks below for specific enhancement releases.

1.9.1 Project Management:

The Contractor shall:

1. Develop any additional requirements necessary to address enhancement requests. The Contractor shall generate a software requirements specification to document the new requirements and a requirements traceability matrix to record the relationship between those requirements and subsequent SDLC activities. These documents will be provided to the Division upon request.
2. The Contractor shall submit an estimate for each of the enhancements based on mutually agreed upon estimating criteria established by the Division and Contractor. All enhancement estimates are subject to the Division's approval.
3. Communicate and consult with stakeholders to identify alternative approaches and designs that support the requirements and enable increased efficiency in system and business processes and operations. The Contractor shall use a formal methodology to validate, clarify, and gather additional requirements as needed and maintain the requirements. The methodology must clearly indicate the process that will be followed during the requirement validation sessions. The Contractor shall perform the initial preparation necessary to conduct the requirement validation sessions. The Contractor shall provide clearly defined agendas for the validation sessions. The Contractor shall specifically evaluate the completeness of the requirements to confirm that all requirements are captured.
4. The Contractor shall maintain traceability for new requirements. The Contractor shall verify requirements with the Division and other stakeholders to confirm requirements are correct, understandable, and testable.
5. Create and maintain a project management plan upon Division request in a format specified by the Division.

1.9.2 Functional Design

The Contractor shall provide a conceptual system design and the functional design documentation for the enhancement to the Division. This document shall include data models, process models, and other logically and reasonably related model data, all of which will include both graphic and narrative components where applicable. The Contractor must document all business rules and workflows in detail.

As used in this section, a conceptual system design is an abstract or high level design of the proposed solution for the enhancement(s) which includes only the most important components and entities and provides an understandable picture of the overall purpose of the proposed solution. Components may include major technology systems, external systems that are required for integration or overall functionality, high level data flow, and system functionality.

1.9.3 Technical System Design

For each enhancement for one or more new functionality, the Contractor shall:

1. Build on the architecture in IRIS, where feasible, to provide for the deployment of new functionality to meet the Division's stated requirements as determined at the time the enhancement is approved. The Contractor shall obtain approval from the Division, in advance, for any changes to the technical architecture.

2. Generate a Technical System Design and update the requirements traceability matrix to reflect the relationship between new requirements and design elements. As the design is developed, the Contractor shall conduct informal reviews of the design which are accessible to the Division.
3. Update the Technical System Design to represent the new "as built" system functionality at the completion of the system development.
4. Conduct in-process development reviews, use software development standards, perform code and unit tests, and maintain Technical System Design documents for each object being developed.
5. Develop the software and perform unit testing. The Contractor must maintain code review and unit testing results for quality assurance reviews by the Division. The Contractor shall do unit testing on each unit of code to confirm that it functions as specified.
6. Develop code and follow documenting and testing guidelines using an industry standards-based methodology. The Contractor must document methodology and obtain approval from the Division before any development can begin. If non-COTS software is provided by the Contractor as part of IRIS, the Contractor shall provide a tested deliverable of the application consisting of software code and deliverable notes as planned in the project schedule. The Contractor shall update and resubmit the software code whenever changes to the operational software are implemented.

1.9.4 Testing

The Contractor shall test the enhancement work in accordance with established software development practices to include:

1. Performing integration testing to confirm that assembled units, modules, and COTS application modules operate effectively together and to confirm that functional objectives are being achieved.
2. Performing interface testing to exercise every interface and confirm that each interface operates according to the Interface Description including interfaces to COTS packages.
3. Performing system testing to exercise the assembled system and confirm that it operates as expected including all system security and user profiles.
4. Performing stress testing to exercise the system to the limits of its requirements and beyond those limits to confirm graceful failure including COTS packages. If the nature of a change does not warrant stress testing, the stress testing requirement may be waived at the discretion of the Division.
5. Perform performance testing to confirm contractual requirements are met for performance requirements in a simulated test environment. If the nature of a change does not warrant performance testing, the performance testing requirement may be waived at the discretion of the Division.
6. Performing usability testing to evaluate the man-machine interface and the web browser interface.
7. Performing regression testing to verify core application functionality for all software builds.
8. Tracking status for test planning and conduct and report on this status in

status meetings and status reports. The Contractor shall provide to the Division test plans and test results for each of the above tests. The Division reserves the right to participate in any testing activity.

9. Planning, helping conduct, and reporting on acceptance testing to demonstrate that all requirements are met. The Division may identify additional tests during review of acceptance test planning and testing to help confirm that the acceptance tests are robust and complete.
10. Documenting and submitting unit, system, integration, and data testing results at the point code changes are turned over to UAT.
11. Developing test cases, test scripts, test data, and test files for all test cases including any added by the Division. The Contractor shall confirm that acceptance tests have been planned for all requirements by tracing the requirements to the planned acceptance tests and their associated test cases and test scripts.
12. Conducting acceptance testing in a test environment that duplicates the operational environment to the greatest extent possible. The Division will perform acceptance testing together with help, participation, and support of the Contractor personnel.
13. Conducting stress and performance testing as part of the acceptance testing.
14. Verifying the following as part of acceptance testing (and submit documentation where necessary below):
 - Adherence to all requirements and design documentation
 - Documentation of any defects existing in the software
 - Full installation of the application software and functional objectives
 - Conversion of legacy data
 - Completeness and accuracy of system documentation
 - Response time and overall system performance
 - System hardware, software, and telecommunications performance
 - System, data, and application security
 - Accuracy/performance of system interfaces
15. The Contractor shall not consider any acceptance test case complete until the Division and stakeholder representatives of the joint test team concur. The Contractor shall record and track all problems identified during acceptance. The Contractor shall troubleshoot all test result anomalies to determine the source of the problem. If necessary, the Contractor shall update test plan, test cases, and test scripts, and shall modify and re-test the integrated system. Following any software change or test script change made during the acceptance testing period, the Contractor shall perform a regression analysis of tests already executed to determine which test results may have been affected by the change and need to be re-executed.
16. Base test data on actual data provided by the Division, but the Contractor shall cleanse all test data to remove all confidential information at the request of the Division. Use adequately scrambled / fictitious test data hosted in the

state data center where required under this SOW.

17. Generating all agreed-upon required test documentation (e.g., Test Strategy, Master Test Plan, Detailed Test Plan, Data Conversion Test Plan, Test Scenarios, Test Case Data Sheets and Test Result Logs). During acceptance test planning, the Contractor shall update the requirements traceability matrix to reflect the relationship between requirements and planned acceptance tests.

1.9.5 Data Conversion (If Applicable)

The Contractor shall:

1. Develop the overall conversion plan, including the process for manual conversion, development of the conversion software, and testing of the conversion software; coordinate all conversion activities; develop the control processes to manage any manual conversion efforts; and support the Division's manual conversion as necessary.
2. Work closely with the Division to formulate data conversion algorithms and develop a detailed data conversion plan for the conversion of existing electronically stored data.
3. Develop or use software to extract data from all existing systems, Excel spreadsheets, and archives. Transfer extracted data into the new, integrated system.
4. Perform all data cleansing activities. Data stored in the current system may contain inaccuracies, duplication, and gaps. The Contractor shall produce reports to identify records that are probable duplicates subject to criteria supplied by the Division.
5. Make converted data available for unit tests, integration tests, system tests, performance tests, and acceptance tests. The Contractor shall design data conversion software and procedures to be used during the proposed implementation before any location or user group goes online with the integrated system.

1.9.6 Technical Reviews and Meetings

The Contractor shall:

1. Perform technical reviews. These reviews will consider all aspects of the enhancement at the time of the review and will determine if the enhancement is ready to continue into the next phase. Formal review types include, but are not limited to:
 - Requirements Specification Review,
 - Conceptual System Design Review,
 - Technical Design Review,
 - Test Readiness Review, and
 - Implementation Readiness Review.
2. Conduct Technical Interchange Meetings (TIMs) as requested by either the Contractor or the Division. The purpose of TIMs is to quickly resolve key technical issues that arise by assembling the Division and Contractor staff who are required to understand and resolve the issue.

3. The Contractor shall archive these reviews and submit to the Division upon request or as required under the Contract.

1.9.7 User Documentation

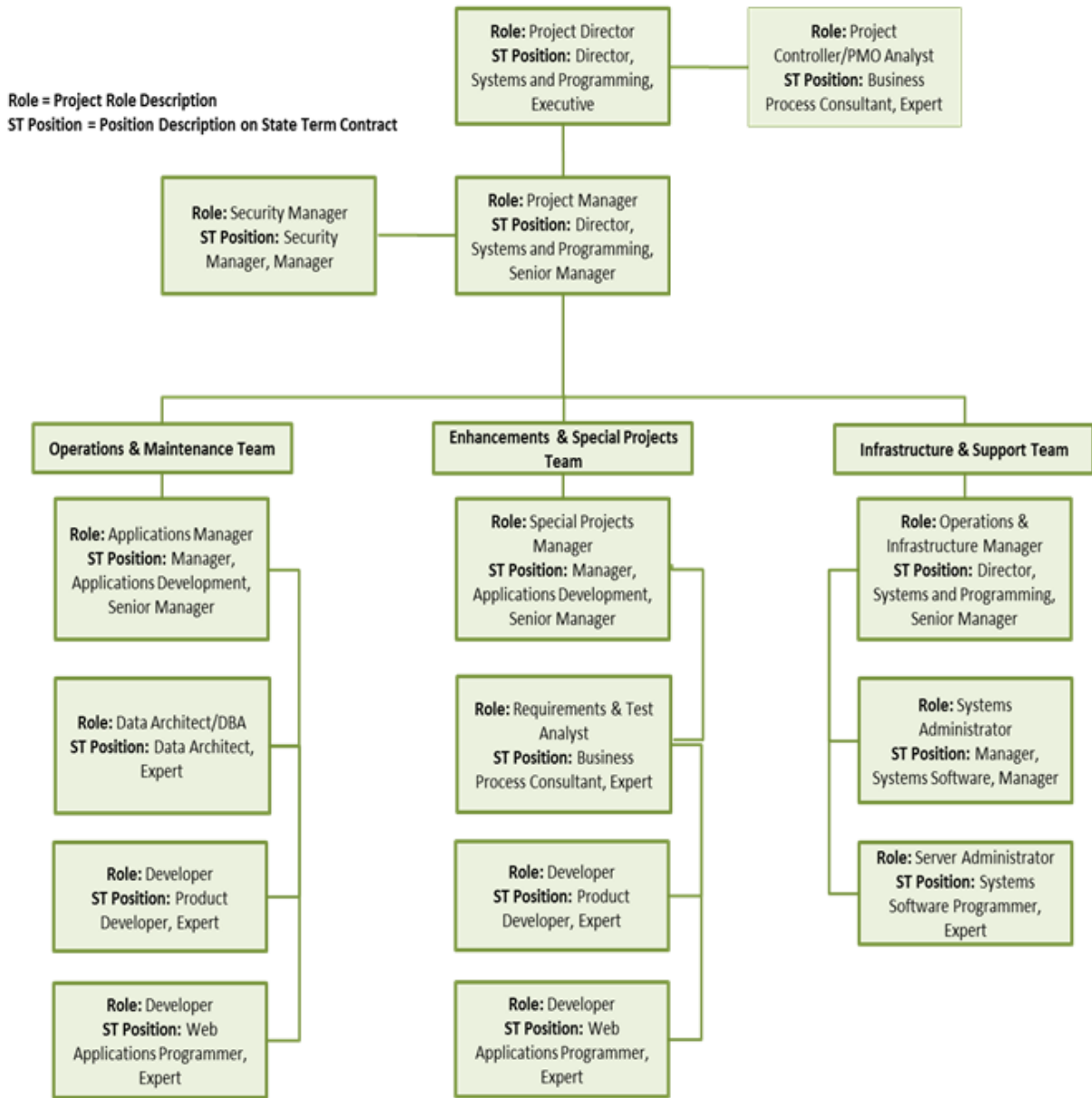
The Division will maintain user documentation related to utilizing the system functionality to complete work tasks.

1.10 Staffing

The Contractor's staff assigned to the Contract shall have the skills and experience to perform the work as specified in the ITN. The Contractor's staff must have experience with technologies and project(s) of similar size and complexity utilizing the software products as described in this ITN and must be capable of completing the proposed task assignments in this ITN. Proposed individuals' skill levels should be consistent with the Contractor's services. The Division reserves the right to reject any staff throughout the duration of the Contract. The Offeror must present their proposed staffing and organization that will provide the services described in the ITN.

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EXAMPLE Staffing Model



NOTE: The staffing model shown above is provided as example only. The Contractor shall control its resource levels and adjust its resource levels based on operations, maintenance, and enhancement services to perform as required in the Contract.

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- 1.10.1** The Contractor shall not knowingly employ, on a full or part-time basis, any person who is or was employed by the Department if such employment would be in violation of section 112.3185, Florida Statutes.
- 1.10.2** Key Staff, with the exception of the Project Director, shall work on-site at the Tallahassee, FL, location as directed by the Division unless otherwise approved in writing by the Division. Key Staff assignments are the following individual positions:

1. Project Director (Director, Systems and Programming, Executive)

General Characteristics:

Responsible for directing all activities of an assigned IT functional group. Directs tactical and operational IT provisioning infrastructure to support the enterprise's business goals. Aligns and calibrates the organization's technology deployment strategy with its business strategy. Oversees technology purchases and services provided to multiple internal customers. Directs the development and implementation of technologies to support business objectives.

2. Project Manager (Director, Systems and Programming, Senior Manager)

For this Contract, the Contractor's Project Manager shall be a Project Management Institute certified Project Management Professional (PMP).

General Characteristics:

Responsible for overall coordination, status reporting, and stability of project oriented work efforts. Establishes and implements project management processes and methodologies for the IT community to ensure projects are delivered on time, within budget, adhere to high quality standards and meet customer expectations. Responsible for assembling project plans and teamwork assignments; directing and monitoring work efforts on a daily basis; identifying resource needs; performing quality review; and escalating functional, quality, timeline issues appropriately. Responsible for tracking key project milestones and adjusting project plans and/or resources to meet the needs of customers. Coordinates communication with all areas of the enterprise that impacts the scope, budget, risk, and resources of the work effort being managed. Assists the Division in identifying and prioritizing opportunities for utilizing IT to achieve the goals of the Division. Must possess extensive knowledge and expertise in the use of project management methodologies and tools, resource management practices, and change management techniques.

3. Operations & Infrastructure Manager (Director, Systems and Programming, Senior Manager)

General Characteristics:

Deploys the release of new technologies. Designs, installs, configures, maintains, and performs system integration testing of PC/server operating systems, related utilities, and hardware. Responsible for trouble shooting server problems as reported by users. Researches, evaluates, and recommends software and hardware products. Supports Web access and maintains a secure systems environment. Provides new hardware specifications to users based on application needs and anticipated growth. Installs new servers and maintains the server infrastructure.

4. Special Project Manager (Manager, Applications Development, Senior Manager)

General Characteristics:

Responsible for the full systems development life cycle management of projects and programs. Provides direction for technical and business resources. Serves as the primary point of contact from project or program inception to delivery. Defines and develops project management infrastructure, manages a methodology driven quality plan, monitors and controls the quality of the deliverable, as well as manages the project completion process through customer acceptance. Works with the Division on projects, operational decisions, and scheduling requirements and conflicts.

5. Applications Manager (Manager, Systems Software, Senior Manager)

General Characteristics:

Responsible for the analysis, development, modification, installation, testing and maintenance of operating systems software. Possesses a strong understanding of systems programming, graphical user interfaces and control languages. Evaluates vendor-supplied software packages and makes recommendations to the Division. Modifies and debugs vendor-supplied utilities and packages. Modifies, installs and prepares technical documentation for system software applications. Diagnoses, isolates, and de-bugs software problems and performs problem resolution. Monitors systems capacity and performance. Plans and executes disaster recovery procedures.

6. Security Manager

General Characteristics:

Responsible for coordinating all security related tasks with the Department's Information Security Manager and the Division. Such tasks shall include: monitoring adherence to security related policies and procedures, and making recommendations for appropriate actions; developing and recommending security best practices for deployment; planning and performing the activities pertaining to the development and maintenance of the Division's security program; providing technical assistance in the security aspects of existing operations and managing data security programs in support of established guidelines and regulations; managing the planning and execution of security projects; assisting in project management team activities related to planning, development, implementation, and coordination of security aspects of information technology projects; providing guidance and implementation of information systems and physical security standards, procedures, and techniques for the guidance of securing business data and training personnel; configuring, troubleshooting, and monitoring security related tools and technologies to protect the Division from cyber risks; communicating with Division leadership regarding security issues, risks, and recommended actions; and assisting with local, state, and federal computer security audits. This position will also work with Division leadership to monitor and investigate fraudulent activity associated with Florida Retirement System (FRS) benefits, to ensure that retirement benefits are paid appropriately and that FRS member data is properly safeguarded. This would include interfacing with investigative offices (i.e. DMS Inspector General, Florida Department of Law Enforcement

(FDLE), and the Department of Financial Services (DFS), requesting and creating and reviewing reports of members' accounts and FRS Online reports used for investigations.

- 1.10.3** Commitments of Key Staff shall not be changed (other than for illness, serious personal circumstances, or separation from service), without the prior written approval of the Division. The Contractor shall notify and obtain written approval from the Division of the proposed substitution as soon as possible. The Contractor shall supply the Division with a written justification for changing a Key Staff member which should include documentation of the circumstances requiring the change and a list of the proposed substitutions in sufficient detail to permit evaluation of the impact on the Project. No Key Staff position shall be vacant for more than twenty (20) business days. The Division, at its discretion, may agree to accept personnel of equal or superior qualifications in the event that circumstances necessitate the replacement of previously assigned personnel.
- 1.10.4** The Contractor shall replace any staff member whose continued presence would be detrimental to the achievement of the agreed upon requirements of the Contract, as reasonably determined by the Division, with a staff member of equal or superior qualifications. The Contractor must remove the staff member from the work site associated with the Contract immediately after notice by the Division.
- 1.10.5** Upon termination of the Contract, or during the six-month period prior to expiration of the Contract, if the Division desires to offer employment to Contractor employees or subcontracted persons providing services, the Contractor, its subcontracted or affiliates shall not interfere with the Division's efforts, shall not enforce any restrictions imposed on such employees or subcontracted persons by agreement or policy (i.e. employment contract, non-compete clauses or other similar covenants) which would interfere with the Division's efforts, and shall provide the Division access to such employees and subcontracted persons for the purposes of interviews, evaluations, recruitment and hiring by the Division or the Division's designated successor Contractor(s).
- 1.10.6** The Contractor shall provide the Division and the successor Contractor(s) reasonable access to Contractor or subcontractor staff for interviews, evaluations, and recruitment. If the Division or the successor Contractor(s) hires a staff member or subcontracted person who has provided work pursuant to the Contract, the Division and its designated successor Contractor(s) shall not be liable to the Contractor or any subcontractor for any fee (e.g., a finder's fee, penalty, or general compensation). Any such employment by the Division will not be effective until the termination or expiration of the Contract. Prior to employing subcontractors to perform work under this Contract, the Contractor will ensure that any of its subcontractors will abide by the terms specified in this paragraph. The Contractor, as a part of obtaining approval of each subcontractor, must certify that each subcontractor will abide by the terms specified in this paragraph. This requirement may be waived at the discretion of the Department.
- 1.10.7 Staffing Location**
Contractor shall not allow any Protected Data and SPI to be sent by any medium, transmitted, or accessed outside of the United States under any circumstance. Staffing for work performed under the Contract with the exception of subsection 1.9 must be performed within the United States.

Contractor may perform work pursuant to subsection 1.9 of the Statement of Work outside of the United States if all the following requirements are met:

- (1) Work is limited to development and test environments;
- (2) The Contractor's offshore development team(s) must follow the Division's protocol for secure access to the development and test environments hosted in the state data center;
- (3) The Contractor's offshore development team(s) must exclusively use the development and test environments (with adequately scrambled/fictitious test data) hosted in the state data center for all development and testing;
- (4) The requirements, design, development, and test processes must include provision for on-site (Tallahassee-based) communication with business users throughout the process and must demonstrate mature quality assurance methods with traceability from requirements through testing as well as compliance with development, testing, and documentation standards;
- (5) The offshore development team(s) skill sets must be maintained at a level to match the requirements of the enhancements, including but not limited to skills in the technical platform and tools, business domain knowledge, coding standards, and the development and test processes;
- (6) All expenses must be included in the hourly rate for enhancements, including but not limited to telecommunications; travel between the Tallahassee worksite and the offshore site for training and team-communication purposes; new team member onboarding training in processes, technical environment and tools, and business domain knowledge; and
- (7) The Contractor must annually certify compliance with this section.

The Division reserves the right to audit compliance with the requirements of this section. The Contractor's failure to comply with this section will be considered a security incident and will subject the Contractor to Financial Consequences as provided in Sections 3 and 4 of the Statement of Work and Section 11 of the Contract.

1.11 COST SAVINGS AND VALUE ADDED SERVICES

1.11.1 Cost Savings

The Division is interested in information from Vendors related to potential cost savings that the Contractor will provide in the initial year and/or generate each subsequent year of the Contract. These savings may be generated by Value Engineering such as utilization of volume pricing, volume resource acquisitions or other measures to increase product value and reduce costs. The Contractor is to submit **Attachment G** and list and provide an explanation of any Cost Savings which will be passed on to the Division, the estimated dollar value of the savings and method the Contractor will use to generate the savings.

As used in this subsection, "Value Engineering" means a systematic method to improve the "value" of goods or products and services. Value, as defined, is the ratio of function to cost. Value can therefore be increased by either improving the function or reducing the cost.

1.11.2 Value Added

The Division is interested in any Value Added services or product that the Contractor plans to include. For the purposes of this solicitation, "Value Added" is defined as follows: service options provided in conjunction with the services included in the SOW that complement core service offerings without additional cost to the customer. These services are not vital, to the completion of the core services, but are added service or something extra that is provided to a customer at no additional charge. These services provide the opportunity for the Division to receive something above and beyond the basic services required and potentially significantly enhance the quality of the services and products provided. The Contractor will submit **Attachment G** and provide an explanation of any Value Added Services the Contractor plans to provide to the Division at no additional cost.

SECTION 2. CONTRACTOR DELIVERABLES

2.1. Acceptability of Deliverables

The Division has authority over determining the acceptability of all deliverables.

2.2. Source Code as Deliverables

Copies of all program source codes developed pursuant to the contract; configuration details, such as interface settings, network details, File Transfer Protocol settings, etc., as well as any documentation produced by the Contractor or its subcontractors shall be delivered to the Division as part of the software deliverable. Source code, configuration details and documentation reflecting any program changes made to correct errors, to enhance the work assignments, or to change the output as a result of changed requirements shall be furnished to the Division as part of the deliverable upon completion. All documentation and amended documentation furnished to the Division shall reflect the current, amended program source codes. The Contractor shall assist and cooperate with the Division to transfer the solution in-house or to another Contractor.

Should any option or enhancement include solutions or software that are proprietary to the Contractor so that source code is not available as a deliverable, the Department will require a source code escrow agreement prior to accepting the enhancement or option.

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2.3. Intellectual Property and Technology as Deliverables

The provisions of this subsection will survive the termination or expiration of this Contract.

1. For purposes of this subsection, (i) "Technology" means works of authorship, materials, information and other intellectual property; (ii) "Contractor Technology" means all Technology created prior to or independently of the performance of the Services under the Contract; and (iii) "Deliverables" means all Technology that Contractor or its subcontractors create for delivery to the Department as a result of the Services under the Contract.
2. Upon full payment to Contractor under the Contract, and subject to the terms and conditions contained herein, Contractor hereby (i) assigns to Department, or its successor, all rights in and to the Deliverables, except to the extent they include any Contractor Technology; and (ii) grants to the Department the right to use perpetually and royalty free, for the Department's business purposes, any Contractor Technology included in the Deliverables in connection with its use of the Deliverables. Except for the foregoing license grant, Contractor or its licensors retain all rights in and to all Contractor Technology.

2.4. Completion of Deliverables and Related Reports

The submission of the reports described below are evidence of completion of Sections 1 and 6 and Subsections 2.2 and 2.3 of the SOW, which will be the deliverables under this Contract.

2.4.1. Beginning of Contract Transition Status Reports

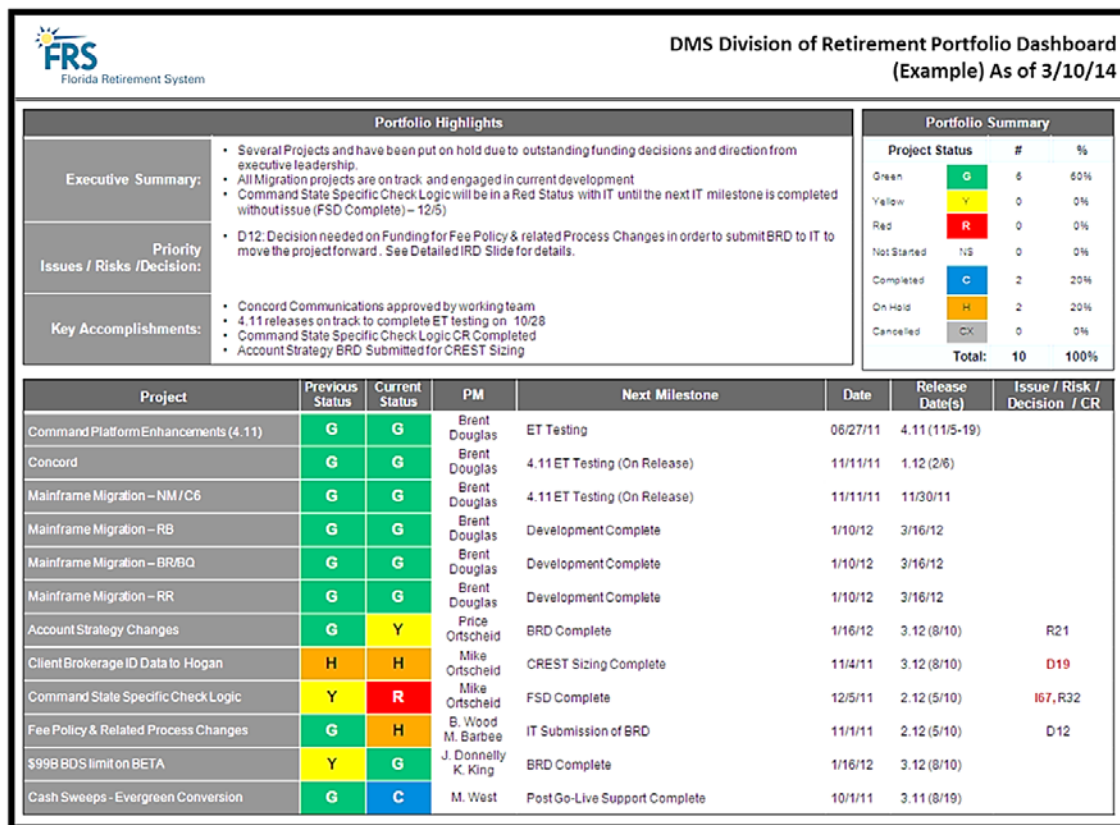
The Contractor will provide beginning of Contract transition status reports to the Division on a frequency to be determined by the Division. These reports will address the status of the elements detailed in the Department-approved beginning of Contract transition plan provided by the Contractor and the end of Contract transition plan provided by the incumbent (if applicable).

2.4.2. Bi-Weekly Status Report

Bi-weekly Status Reports shall be prepared by the Contractor and delivered to the Division Director and the Division's Contract Manager. The bi-weekly reports will contain, at a minimum a dashboard and report that demonstrates the status of all O&M and enhancement work. A sample dashboard is shown below. The initial report will be provided to the Division within sixty (60) days after the commencement of the contract.

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SAMPLE DASHBOARD



2.4.3. Maintenance, Operations and Enhancements Status Report (Monthly Status Report)

A monthly Maintenance, Operations, and Enhancements status report shall be submitted to the Director and Contract Manager. Before the Contractor is paid for that portion of the work, the Contractor must receive approval of the monthly status report from the Department. The monthly status report must include the following:

1. Overview
 - The overview will include a brief summary of challenges and milestones achieved during the month.
2. Application Statistics
 - a. SIR Status Counts
 - b. Information Requests
 - c. FRS Online Statistics
3. Technology Support Center (TSC) – Operational Support
 - a. Service Level Agreement (SLA) Activity Summary
 - b. Application Availability Summary – Online
 - i. Support Call Statistics
 - ii. Major TSC Accomplishments

4. IT Management Services – SLA Compliance
 - a. TSC Availability Details
 - b. Application Availability Details
 - c. Support Activity Details
 - d. Critical Incident Details
 - e. Non-Critical Incident Details

2.4.4. Software License Management Report

The Contractor will provide a Software License Management Report annually. This report will include an inventory of all software currently used by the Division, license expiration dates, and any anticipated changes to the number or type of software licenses. The report must be delivered sixty (60) calendar days before the end of each contract year unless otherwise mutually agreed to in writing by the parties. The Contractor will provide an initial Software License Management Report within sixty (60) calendar days of commencement of the Contract.

2.4.5. Deliverables and Materials Acceptance Procedure

Deliverables and reports will be reviewed and accepted in accordance with the following procedure:

An electronic copy of the deliverables and reports will be submitted to the Division. The Division will approve the deliverables and reports subject to whether they conform in all material respects with the specifications set forth in the Contract, within five (5) business days of receipt or as otherwise agreed by the parties in writing. The Division provide a written notice of deficiencies, if applicable, which identifies in reasonable detail, with references to the applicable specifications, all of the deficiencies preventing approval.

The Contractor shall then have five (5) business days from the date it receives a notice of deficiencies to complete corrective actions in order for such deliverable to conform in all material respects to the applicable specifications. The Division shall then have five business days to complete its review of the corrected deliverable or report and notify the Contractor in writing of acceptance or rejection in accordance with the foregoing provision.

2.5. Quarterly Summary Review

The Contractor will provide a quarterly summary review of the information included in the monthly status reports required in **Section 2.4.3** of the SOW. The Contractor will meet on a quarterly basis with the Division to review the Contractor's performance under the Contract and compliance with the performance measures as specified in **Section 3**.

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SECTION 3. PERFORMANCE MEASURES

3.1. IT Management Services – Service Level Agreement (SLA) Compliance

Contractor warrants that it will meet or otherwise satisfy the minimum service levels described below based on the Invitation to Negotiate (ITN) or its Scope of Services (SOW). Performance measures and levels for the contracted services are defined and detailed in the SLA matrices below.

3.1.1. SLA Severity Classification and Performance Measures and Levels

The Division may choose to receive the financial equivalent of the specified enhancement hours (as determined by the number of hours multiplied by the blended rate) in lieu of the enhancement hours specified in the service level credit sections of Table 1 and 2 of this subsection.

3.1.1.1 Table 1 - System Incidents SLAs

As used in Table 1, the term "workaround" means a method to overcome a problem or limitation in the system functionality that has been approved by the Division.

Severity Classification				
Security Incident	Non-Security Incident			
Severity 1 (Critical)	Severity 1 (Critical)	Severity 2 (Major)	Severity 3 (Medium)	Severity 4 (Minor)
Any security system breach is considered a Severity 1 Security Incident.	Showstopper (catastrophic failure), blocks critical business process flow, or prevents further testing. There is no workaround to the problem (i.e., the job cannot be performed in any other way).	Loss of major functionality (the application failure limits ability to work or perform some significant portion of the job); no workaround identified or temporary workaround will cause significant impact to the business operations team.	Loss of functionality (the application failure results in the inability to perform some small portion of a business process, but able to complete most other tasks); workaround available or is not needed. Requests for information that impact business operations are included as incidents in this Severity 3 category.	Cosmetic changes required and functionality is not impacted. There is a workaround or a workaround is not needed.
Initial Acknowledge Time (time to acknowledge problem if problem identified by Department) or Notification Time (time to notify Department if Contractor identified problem)				
Within the hour, except item number (1) in the resolution time.	Within one hour.	Within four hours.	Within eight hours or by next business day (EST).	Within eight hours or by next business day (EST).
Resolution Time				
(1) All unauthorized access entry points closed within five (5) minutes of identification. (2) All System security breaches resolved within four (4) hours of identification.	The maximum acceptable resolution time is four (4) continuous hours, after initial acknowledgment time or notification time.	The maximum acceptable resolution time is two business days, after initial acknowledgement time or notification time.	The maximum acceptable resolution time is 30 business days, after initial acknowledgement time or notification time, unless mutually agreed to by the parties.	The maximum acceptable resolution time is 90 calendar days, after initial notification by the Department or identification by the Contractor unless mutually agreed to by the parties.

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(3) Contractor provides a report to the Division within 48 hours of resolving the security breach. The report must detail what caused the breach, the remediation activity, and appropriate measures to implement so that the breach does not reoccur.				
Service Level (Performance Measurement)				
The service level will be met 100 percent of the time.	The service level will be met 95 percent of the time. At any point in time, there cannot be more than three (3) Severity 1 problems.	The service level will be met 95 percent of the time. At any given time, there cannot be more than five (5) Severity 2 problems.	The service level will be met 90 percent of the time.	No service level requirement.
Service Level Credit				
Where the service level is not met, 200 enhancement hours for each incident.	Where the service level is not met, 80 enhancement hours for each incident.	Where there are more than one (1) instance of the service level not being met in one month, 40 enhancement hours for each incident not including the first incident of that month.	Where there are more than two (2) instances of the service level not being met in one month, 40 enhancement hours for each incident not including the first two incidents of that month.	No service level credit.

3.1.1.1 Table 2 – Other Services and Deliverables SLAs

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ID #	Service Level	Measurement Frequency	Service Level Definition	Service Level Metric	Service Level Credit
1	Application Availability— Online (internal user) (2.4.3 of SOW)	Monthly	The online components of the applications will be available 7 a.m. to 6 p.m., (EST), 7 days a week.	The service level will be met 99 percent of the time.	If the down time is less than 99 percent but more than 95 percent, 100 enhancement hours. If system availability is less than or equal to 95 percent, but more than 90 percent, 200 enhancement hours. If the system availability is less than or equal to 90 percent, 400 enhancement hours.
2	Application Availability— Web/Mobile (external user) (2.4.3 of SOW)	Monthly	The web components (and mobile if provided at a later date) of the application will be available 24 hours a day, 7 days a week. Note that the Division may request that the online components be made unavailable under exceptional circumstances.	The service level will be met 99 percent of the time.	If the down time is less than 99 percent but more than 95 percent, 100 enhancement hours. If system availability is less than or equal to 95 percent, but more than 90 percent, 200 enhancement hours. If the system availability is less than or equal to 90 percent, 400 enhancement hours.
3	Application Availability— Batch (2.4.3 of SOW)	Monthly	The batch components of the application will be available from 6 p.m. to 8 a.m., (EST), 7 days a week.	The service level will be met 97 percent of the time.	If the system availability is less than 97 percent but more than 92 percent, 100 enhancement hours. If system availability is less than or equal to 92 percent but more than 87 percent, 200 enhancement hours. If the system availability is less than or equal to 87 percent, 400 enhancement hours.
4	Batch Processing Window (2.4.3 of SOW)	Monthly	Nightly batch jobs will be completed within the designated nightly batch window.	The service level will be met 90 percent of the time.	If the down time is less than 90 percent but more than 85 percent, 100 enhancement hours. If system availability is less than or equal to 85 percent, 200 enhancement hours.

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5	<p>Technical Support/Help Desk</p> <p>The provision of staff for technical support and help desk services in accordance with section 1.4.2 of SOW.</p>	Monthly	Services to all users and desktops. Notwithstanding the provisions of subsection 1.4.2 of this SOW, technical support and help desk hours of operation are 7:00 a.m. – 6:00 p.m. Eastern Standard Time, Monday – Friday, excluding State holidays. On call support will be available outside these hours on a 7-day/24-hour basis.	The service level will be met 99 percent of the time.	25 enhancement hours per incident deemed to have impacted the ability to operate the business.
6	<p>Software License Management Support</p> <p>Software License Management Report as provided in section 2.4.4 of SOW.</p>	One time Measurement and Annually	Contractor shall provide a Software License Management Report as provided in section 2.4.4 of SOW.	Contractor may not have exceptions.	Failure to timely submit an Initial Software License Management Report results in 25 enhancement hours.
7	<p>External Support Services</p> <p>Contractor will provide external support services for the FRS Investment Plan as provided in section 1.7.3.</p>	Annually	Contractor shall maintain an overall satisfaction rating of at least “satisfied” (four out of five point scale) as determined by the State Board of Administration on an annual survey.	One-hundred percent compliance.	For a rating of “neither satisfied or dissatisfied” (3.0-3.9 out of a five point scale), 100 enhancement hours. For a rating below a three, 200 enhancement hours.
8	<p>Security Management Services</p> <p>The Contractor will provide Security Management Services as specified in subsection 1.7.4.</p>	Monthly	The Contractor must meet all security management requirements set forth in subsections 1.7.4 of the SOW.	Contractor may not have exceptions.	For every exception, 50 enhancement hours.
9	<p>Disaster Recovery</p> <p>The Contractor will provide Disaster Recovery Services as specified subsections 1.8.</p>	Ongoing/Annual Plan	Contractor must meet all disaster recovery services requirements set forth in subsection 1.8 of the SOW. If the annual test fails, then a corrective action plan is required in 10 days. Following the remedial steps set forth in the corrective action plan, the Contractor must demonstrate a successful retest.	Contractor may not have exceptions.	<p>If the annual disaster recovery tests fails, 100 enhancement hours.</p> <p>Failure to timely submit the corrective action following a failed test, 25 enhancement hours.</p> <p>Failure to demonstrate a successful retest, 250 enhancement hours per retest.</p>

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10	<p>Project Management</p> <p>The Contractor shall provide all Project Management Services as detailed in section 1.9.1.</p>	Monthly	Contractor shall meet all project management timelines approved by the Division.	The service level will be met 95 percent of the time.	If less than 95 percent, 25 enhancement hours.
11	<p>Technical Reviews and Meetings</p> <p>The contractor shall perform technical reviews. 1.9.6</p>	No specified frequency	Contractor shall meet all requirements set forth in section 1.9.6.	Contractor may not have exceptions	Failure to timely submit the corrective action results in 25 enhancement hours.
12	<p>Beginning of Contract Transition Status Reports</p> <p>The Contractor will provide to the Division, throughout the Transition phase of the contract (first six months), beginning of Contract transition status reports to the Division. 2.4.1</p>	TBD by Department	Contractor shall provide beginning of contract transition status reports throughout the transition phase of the contract.	Contractor may not have exceptions.	Failure to timely submit a satisfactory beginning of contract transition report results in 25 enhancement hours.
13	<p>Beginning of Contract Transition Plan</p>	Within 30 days of contract execution	Contractor shall provide the Division with a final beginning of contract transition plan.	Contractor may not have exceptions.	Failure to timely submit a satisfactory beginning of contract transition plan results in 100 enhancement hours.
14	<p>Bi-Weekly Status Reports</p> <p>Bi-weekly Status Reports shall be prepared by the Contractor and delivered to the Division Director and the Division's Contract Manager. 2.4.2</p>	Bi Weekly	Contractor shall provide bi-weekly reports as specified in section 2.4.2.	Contractor may not have exceptions.	Failure to timely submit a satisfactory bi-weekly status report results in 25 enhancement hours.
15	<p>Bi-Weekly Status Reports</p> <p>Initial Bi-weekly status Report as provided in section 2.4.2 of SOW.</p>	One time measurement	Contractor shall provide the initial Bi-weekly status report to the Division no later than 60 calendar days after the commencement of the contract.	Contractor may not have exceptions.	Failure to timely submit a satisfactory bi-weekly status report results in 25 enhancement hours.
16	<p>Quarterly Summary Review</p> <p>The Contractor will provide a quarterly summary review of the information included in the Monthly Status reports (required in Section 2.4.3 of the SOW.) 2.5</p>	Quarterly	Contractor shall provide quarterly summary review reports as specified in section 2.5.	Contractor may not have exceptions.	Failure to timely submit a satisfactory quarterly summary review report results in 25 enhancement hours.

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17	<p>Key Staff The Contractor shall fill each Key Staff position within twenty (20) business days of Contract execution.</p>	One time measurement	Contractor shall fill key staff positions within 20 business days of contract execution.	Contractor may not have exceptions.	The liquidated damages will be \$1000.00 per business day per vacancy for each business day that there is a Key Staff vacancy beyond twenty (20) business days. The damages shall be a credit to the following month's invoice.
18	<p>Key Staff Vacancies The Contractor shall fill each Key Staff position within twenty (20) business days of the vacancy.</p>	Ongoing	Contractor shall fill key staff positions within 30 business days of the vacancy.	Contractor may not have exceptions.	The liquidated damages will be \$1000.00 per business day per vacancy for each business day that there is a Key Staff vacancy beyond twenty (20) business days.

3.1.2. SLA Performance Evaluation Methodology

Contractor shall proactively assess and report performance issues related to all services that may trigger Service Level Credits to the Department using a report card, the format of which shall be proposed by the Contractor is subject to the Department's approval. The Division will review and approve the content and performance reported by the Contractor. The Division will also periodically review the progress made on the services and deliverables listed in the Contract. The Division will evaluate the Contractor's performance on a monthly basis and any Financial Consequences will be applied upon completion of the monthly evaluation.

The Division, at its sole discretion, may assess Financial Consequences against the Contractor for failure to comply with the performance measures set forth in this section. The Service Level Credits detailed in the SLA will apply for failures to meet stated service level commitments and serve as the liquidated damage assessments contained in the Contract. Service Level Credits shall be applied against the following month of service cost when monetary damages apply or are selected in lieu of enhancement hours.

The Contractor will be notified in writing concerning Division action(s), including specifics of the cause for non-compliance and the penalty to be applied. The Division, in its sole discretion, may waive the imposition of these penalties in a given instance. Such waiver, in any instance, shall not constitute a waiver in any future instance, nor establish any right on behalf of the Contractor to a waiver.

For any breach or misuse of Sensitive Personal Information, the Contractor shall for two years following the breach or misuse monitor for identity theft and provide services at the Contractor's expense to make all individuals who are affected by the breach or misuse whole.

3.1.3. Operations and Maintenance Baseline

The following tables lists the systems that support FRS Florida and represent the baseline of systems supported under this SOW.

SECTION 3.1.3 Table 1 – FRS’s Systems List

System	Description	Technology Platform	Support Hours	Availability
IRIS Line of Business Application	This is a custom line of business application designed and developed to handle all essential business functions for the Division and to facilitate communication with employers, active members, retirees, and business partners. The application encompasses functionality to take a member of the FRS from the preliminary stages of employment through retirement and payments to beneficiaries after a member's death.	SAP PowerBuilder/Oracle PL/SQL	Business Hours 24x7 On Call Support	24x7
Enterprise Content Management	Documents received at the Division are managed and stored using OpenText Process 360.	OpenText Process 360	Business Hours 24x7 On Call Support	24x7
Database Management System	The line of business database used for IRIS, FRS Online, and other select applications is Oracle. Enterprise Content Management and Customer Relationship Management uses Microsoft SQL Server.	Oracle Enterprise Database, Microsoft SQL Server	Business Hours 24x7 On Call Support	24x7
Correspondence Output	Correspondence output such as letters, benefit estimates, yearly 1099R and Member Annual Statements are generated using HP Exstream.	HP Exstream/PlanetPress	Business Hours 24x7 On Call Support	24x7
Reporting	The Division utilizes many reports in IRIS and other applications. These reports are provided using Microsoft SQL Server Reporting Services and IBM Cognos.	Microsoft SQL Server Reporting Services/IBM Cognos	Business Hours 24x7 On Call Support	24x7

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System	Description	Technology Platform	Support Hours	Availability
Custom Services/Applications	<p>Custom services provide needed functionality to IRIS and the other systems. Some of these services include:</p> <ol style="list-style-type: none"> 1) Email Notification - Used for sending emails 2) Mass Communications - Used for creating, approving and sending mass communications to members, retirees, and other constituents. 3) SQL Monitoring - Used for scheduling and running queries and stored procedures. 4) SSRS Queue - Used for delivering SSRS reports in different methods and formats 5) Workflow Import - Used for automating various workflow import tasks 6) Print Form Job - Processes the HP Extream print jobs 7) Print Docs - Processes the Microsoft Office and Adobe PDF print jobs 	Microsoft.NET	Business Hours 24x7 On Call Support	24x7
Customer Relationship Management (CRM)	<p>CRM is a web based application that provides functionality to manage and analyze customer interactions with the FRS Contact Center. This application provides the ability to log and work both phone and email activities/cases, along with the ability to import CRM cases to the IRIS application for further processing.</p>	Microsoft Dynamics CRM	Business Hours 24x7 On Call Support	24x7
FRS Online (Self Service Website)	<p>FRS Online is a website that provides self-service functionality to members, retirees, agencies and other constituents. Active Members of the system can view their service history as well as calculate their own benefit estimates. Most retirees and beneficiaries receiving payments can update their address, tax withholding and direct deposit as well as view their payment history, deduction information, and 1099R information. Agencies can enroll employees, maintain and submit employer payroll reports, view contribution summaries, and submit online death notices.</p>	Microsoft .NET/Oracle PL/SQL	Business Hours 24x7 On Call Support	24x7

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System	Description	Technology Platform	Support Hours	Availability
Contact Center Telephony	Call routing/handling at the Center is done using Avaya Call Center applications.	Avaya Call Center Applications	Business Hours 24x7 On Call Support	24x7
File Transfer Services	File Transfer Services provide the ability to send and receive files. These services are managed using GlobalScape EFT Server.	GlobalScape EFT Server	Business Hours 24x7 On Call Support	24x7
Batch Processing	There are many batch processes in place at FRS. Batch processing is initiated and handled using VisualCron and custom scripts.	VisualCron/Custom Scripts	Business Hours 24x7 On Call Support	24x7
Integration Services	Web services are used to send and receive data with external entities.	Microsoft .NET Web Service	Business Hours 24x7 On Call Support	24x7
Fax Services	Faxes are received and sent using OpenText RightFax Server.	RightFax	Business Hours 24x7 On Call Support	24x7
Address Correction/Verification	The ConnectRight Mailer software is used to verify addresses and make needed corrections.	ConnectRight Mailer	Business Hours 24x7 On Call Support	24x7

SECTION 3.1.3 Table 2 - Operations & Maintenance Activities – Effort Breakdown.

The following Table represents the current baseline breakdown of the O&M activities and their relative level of effort and is provided as background information only.

No.	Support Areas	Support Subtypes	Percentage Of Effort
1	Production Support	Online Systems Support	12%
		Batch Systems Support	5%
		Desktop Support	11%
		Help Desk Support	13%
2	Infrastructure Support	Server/Network Support	7%
		Backup & Recovery Support	3%
		Software Upgrades	4%
3	Operational Support	Database Maintenance	4%
		Security Support	3%
		Release Management	6%
		Support for Division-assigned SMEs	19%
		Application and Systems Monitoring	7%
		Ad-hoc Reporting/Queries Support	6%
			100%

SECTION 4. FINANCIAL CONSEQUENCES FOR NONPERFORMANCE

4.1. Financial Consequences

Accurate and timely delivery of the services and deliverables for the Contract is imperative and, as a result, the Division reserves the right to impose Financial Consequences upon the Contractor for failure to provide services and deliverables accurately (in accordance with contract specifications and requirements) and timely (by specified due dates).

Contractor performance shall be reported using a report card, the format of which shall be proposed by the Contractor and approved by the Division. The Division will review and approve the content and performance reported by the Contractor. The Division will also periodically review the progress made on the services and deliverables listed in the Contract.

If the Contractor fails to meet the deliverables and comply with the service requirements established in the SOW, the Division may apply the Financial Consequences included below.

- Payment for services or deliverables will be withheld until the services or deliverables meet the requirements set forth herein;
- The financial consequences included in **Section 6 of this ATTACHMENT A**;
- Any of the financial consequences, additional enhancement hours, or credit monitoring as indicated in the Contract or **Section 3 of this ATTACHMENT A**; or
- Any combination of the above.

The Division may choose to receive the financial equivalent of the specified enhancement hours (as determined by the number of hours multiplied by the blended rate) in lieu of the enhancement hours specified in the service level credit sections of Table 1 and 2 of subsection 3.1.1.

The Contractor will be notified in writing concerning Division action(s), including specifics of the work not provided, the services, work and/or deliverable(s) considered to be incomplete or inadequate and the Financial Consequences that will be applied.

SECTION 5. SUBCONTRACTORS

The Contractor shall use only those subcontractors as contained in the Subcontracting form of the Contractor's response to the solicitation. Should the Contractor need to subcontract any services to a subcontractor not identified in the Contractor's Response to the solicitation, the Contractor shall submit a written request to the DMS Contract Manager as identified in the Contract. Subcontractors may not perform work under the Contract without being approved by the Department. Subcontracting shall in no way relieve the Contractor of any responsibility for performance of its duties under the terms of the Contract.

SECTION 6. TRANSITION PLANS AND SERVICES

6.1 Beginning of Contract Transition Plan and Services

Offeror will provide a draft beginning of Contract transition plan in **Tab 5** of the Offeror's response to the ITN. This transition plan will describe the approach to providing transition services for the beginning of the Contract. This transition plan will include a high level work breakdown structure that includes tasks, deliverables and work products (as required), and due dates showing key milestones and dependencies (provide any assumptions that this schedule is based on). The transition plan must address all areas of transition including but not limited to contract administration, resource management, and solution transition.

The Contractor is to provide an updated transition plan within thirty (30) days from the Contract start date. The Division will have final approval authority over the final version of the beginning of contract transition plan.

Beginning of Contract transition services will occur during the first six (6) months of the Contract and are included as part of the IT O&M services under the Contract. The Contractor shall not receive any additional compensation for beginning of Contract services.

6.2 End of Contract Transition Responsibilities

Contractor must provide a draft end of Contract transition plan for review by the Division fifteen (15) months prior to Contract expiration. A finalized end of Contract transition plan shall be provided to the Division twelve (12) months prior to contract expiration. The Division will have final approval authority over the final version of the end of Contract transition plan.

6.2.1 Transition Plan Contents. Transition plans submitted pursuant to this subsection shall include, at a minimum, key activities during the transition period and shall describe in detail the Contractor's plan for: (1) transition of resources for the Contractor and the Division; (2) technology transition requirements; (3) a communication plan for transition; (4) other required service operation transition services, including knowledge transfer; and (5) steps, measures, and controls that shall be employed by the Contractor to minimize disruption of services during the transition period.

6.2.2 Transition Period Responsibilities. A period not to exceed six months preceding the end of the Contract shall constitute the transition period. The Division will notify the Contractor of the commencement of the transition period at least three (3) months prior to the beginning of the transition period. The Contractor shall, in accordance with the transition plan:

1. Provide the Division with then current items including processes, documentation, and standard operating procedures in use by the Contractor.
2. Allow the incoming Contractor to observe and participate in day-to-day operations from the beginning of the transition period to the end of contract.
3. Retain key staff consistent with the key staff provisions within the SOW. Financial consequences for removal of key staff shall be **\$1000.00** per day until the Division approves a replacement for the key staff.
4. Attend transition and knowledge transfer meetings and participate when needed.

6.2.3 End of Contract Transition Period Compensation

End of Contract transition services are included as part of the IT O&M services under the Contract. The Contractor shall not receive any additional compensation for end of Contract services. In the event the Contractor fails to provide these services, a financial consequence of **\$10,000.00** shall be assessed against the Contractor's last invoice.

6.2.4 Cooperation with Subsequent Contractor

The Contractor is responsible for providing a professional, workable, and cooperative transition upon the completion of the Contract.