

TITLE PAGE
STATE OF FLORIDA
DEPARTMENT OF LEGAL AFFAIRS
OFFICE OF THE ATTORNEY GENERAL



INVITATION TO NEGOTIATE
ITN DLA-2019.05
INFORMATION TECHNOLOGY MODERNIZATION PROGRAM
SYSTEM INTEGRATOR

Respondent Name: _____

Respondent Mailing Address: _____

City, State, Zip: _____

Phone: () _____ **Fax Number:** () _____

E-Mail Address: _____

Federal Employer Identification Number (FEIN): _____

BY AFFIXING MY SIGNATURE ON THIS REPLY, I HEREBY STATE THAT I HAVE READ THE ENTIRE ITN TERMS, CONDITIONS, PROVISIONS, SPECIFICATIONS AND ALL ITS ATTACHMENTS, INCLUDING THE REFERENCED PUR 1000 AND PUR 1001. I hereby certify that my company, its employees, and its principals agree to abide by all of the terms, conditions, provisions, and specifications during the competitive solicitation and any resulting Contract, including those contained in the Sample Contract.

Signature of Authorized Representative
Printed (Typed) Name and Title: _____

*An authorized representative is an officer of the respondent's organization who has legal authority to bind the respondent's organization to the provisions of the replies. This usually is the President, Chairman of the Board or owner of the entity, Document establishing delegated authority must be included with the reply if signed by other than authorized representative.

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SECTION 1. PURPOSE AND GENERAL INFORMATION

1.1 Purpose (Specific Goals and Objectives)

The purpose of this Invitation to Negotiate (ITN) is to seek competitive, responsive replies and pricing on behalf of the State of Florida, Department of Legal Affairs, Office of the Attorney General, hereafter referred to as the OAG, for the provision of System Integrator services for the design, development and implementation (DDI) of the Information Technology Modernization Program (ITMP) for the OAG and the Florida Elections Commission.

The System Integrator will provide services to encompass at a minimum the following:

1. DDI for the ITMP, including but not limited to Enterprise Content Management (ECM), Case Management System (CMS) and Customer Relationship Management (CRM) solutions.
2. Provision of project management services for the ITMP in its entirety.
3. Procurement and oversight of contractors, in consultation with and upon OAG approval, for all ITMP solutions.
4. Provision of technical end user staff training for all solutions and ITMP implementation.
5. Decommission legacy systems.

1.2 Definitions

BAFO	Best and Final Offer will be used by the OAG at the end of the negotiation process.
Case Management System (CMS)	Case Management System is the coordination of services surrounding an individual, group, or specific issue. Case Management is the primary business process in the commission of the duties of the OAG.
Commercial Off the Shelf (COTS)	Commercial Off the Shelf are packaged solutions which are then adapted to satisfy the needs of the OAG, rather than the commissioning of custom-made solutions.
Contract	The formal written agreement that will be entered into between the OAG and the Contractor.
Contractor	The Respondent or Respondents with whom the State executes a contract to provide the required commodities/services. Contractor as used herein may include one or more Contractors.
Criminal Justice Information System (CJIS)	Criminal Justice Information System is the FBI's system that provides a range of state of-the-art tools and services to law enforcement used by the OAG in several bureaus, national security and intelligence community partners, and the general public. The CJIS Security Policy is available for review at: https://www.fbi.gov/services/cjis/cjis-security-policy-resource-

	center .
Customer Relationship Management (CRM)	Customer Relationship Management is a technology for managing all agency relationships and interactions with customers and potential customers.
Design, Development and Implementation (DDI)	Design, development and implementation activities begin after the planning, business process standardization, requirements definition, and procurement strategies associated with various goods (COTS) and services have been completed.
Enterprise Content Management (ECM)	ECM is an umbrella term covering document management, web content management, search, collaboration, records management, digital asset management (DAM), workflow management, capture and scanning.
Electronic Document Management System (EDMS)	EDMS is a system (based on computer programs in the case of the management of digital documents) used to track, manage and store documents and reduce paper.
IBM Notes/Domino	IBM Notes/Domino is a platform for hosting business-focused collaboration applications. IBM Notes or IBM Notes/Domino are interchangeable throughout this Invitation to Negotiate.
Information Technology Modernization Program (ITMP)	Information Technology Modernization Program is the technology solution(s) and contractors that will modernize the business environment at the OAG and meet OAG strategic objectives through implementation of modern system functions and infrastructure.
Invitation to Negotiate (ITN)	This Invitation to Negotiate, (ITN 2019-05, Information Technology Modernization Program System Integrator).
Minor Irregularity	As used in the context of this solicitation, indicates a variation from the ITN terms and conditions which does not affect the price of the Reply, or give the Respondent an advantage or benefit not enjoyed by all other Respondents, or does not adversely impact the interests of the OAG.
OAG Executive Steering Committee	The OAG ITMP advisory committee comprised of high-level stakeholders and experts providing guidance on key issues such as policy and objectives, budgetary control, procurement strategy, resource allocation and decisions involving large expenditures.
OAG Lead Program Manager	Office of Attorney General Lead Program Manager, in coordination with designated OAG staff, providing oversight of the selected ITMP SI.
Operations Transition Plan (OTP)	The Operations Transition Plan is a plan that includes methods to ensure a seamless transition to new solutions at the time of deployment as well as transition of operations and knowledge transfer.
Procurement Officer	Sole point of contact during this ITN process.
Respondent	Any firm or person who submits a Reply to the OAG in response to this ITN.
Reply	A complete written response to the ITN (technical and cost

	proposals), including all information and material submitted by a Respondent in response to this ITN.
Software as a Service (SaaS)	Software as a Service.
Systems Integrator (SI)	SI is a person or company that specializes in bringing together component subsystems into a whole and ensuring that those subsystems function together, a practice known as system integration.
State	State will be synonymous with the State of Florida and its various agencies and other governmental subdivisions.
Subcontractor	Any firm or person other than an employee of a Respondent who performs any services required by the Contract for compensation, upon OAG approval.
Vendor Bid System (VBS)	The system which allows all State Agencies to advertise solicitations on MyFlorida.com, hosted by the Department of Management Services. It also permits registered Vendors to receive automatic email notification of solicitation advertisements, addendums to solicitation, and exceptional purchases. The state of Florida's internet-based vendor information system at: http://vbs.dms.state.fl.us/vbs/main menu

1.3 PUR 1001 – General Instructions to Respondents

<http://dms.myflorida.com/index.php/content/download/2934/11780/version/6/file/1001.pdf>

The State of Florida General Instructions to Proposers (PUR 1001) are hereby referenced and incorporated in their entirety into this ITN. This is a downloadable document at the hyperlink above. Please download and save this document to your computer for further review. Potential Respondents to the solicitation are encouraged to carefully review all materials contained herein and prepare responses accordingly. There is no need to return this document (PUR 1001) back to the OAG. To the extent any terms contained in this ITN conflict with the terms of the PUR 1001, this ITN controls.

1.4 Procurement Officer and Restriction on Communications

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response. Section 287.057(23), Florida Statutes.

The Procurement Officer is the sole point of contact for the OAG pursuant to Section 287.057(23), Florida Statutes.

Requests for clarification, with the exception of scheduled conferences and meetings with the OAG's negotiating team, should be identified by placing this ITN DLA-2019.05 number

in the subject line of all emails and directed to the Procurement Officer for this ITN who is:

Hallie Coombs
Bureau of General Services
Office of the Attorney General
State of Florida, Department of Legal Affairs
107 West Gaines Street, Collins Building
Tallahassee, FL 32301
Telephone: (850) 414-3416
Email: hallie.coombs@myfloridalegal.com

1.5 Schedule of Events

The following time schedule will be strictly adhered to in all actions relative to this ITN, unless modified by the OAG by addendum to this ITN. No liability to the OAG will result from such deviations. All required Vendor actions must be completed by the date and time in the schedule.

EVENT	LOCATION	DATE/TIME
ITN Released/Posted	http://vbs.dms.state.fl.us/vbs/main_menu	02/04/2019
Questions Submitted	To Procurement Officer at hallie.coombs@myfloridalegal.com	02/11/2019 by 5:00pm, Eastern Time(E)
Anticipated Answers to Questions	http://vbs.dms.state.fl.us/vbs/main_menu	02/18/2019 by 5:00pm, Eastern Time (E)
*Replies Due and Opened	Office of the Attorney General, Bureau of General Services, Purchasing, Collins Building, 107 West Gaines Street, Tallahassee, Florida 32301. Replies should be addressed to the Procurement Officer, Hallie Coombs, as specified in Section 1.4. *All timely Replies will be opened at the Collins Building, Room #226, 107 West Gaines Street, Tallahassee, FL 32301. The public may attend the opening, but may not review any Responses at that time in accordance with Section 119.071(1)(2), Florida Statutes. Only the names of all Respondents and the names of any firms submitting “no response” will be read aloud.	DUE – 03/05/2019 by 2:30pm, Eastern Time (E).
Opening of Price Sheets	Office of the Attorney General, Bureau of	Anticipated

	General Services, Purchasing, Collins Building, 107 West Gaines Street, Tallahassee, Florida 32301. Price/Rate Sheets may not be reviewed by the public at this time.	Date of 03/05/2019
Evaluation of Replies	Evaluators will begin their individual evaluations.	Anticipated Date of 03/11/ 2019.
Demonstrations/Negotiations	Collins Building, 107 West Gaines Street, Tallahassee, FL 32301.	Anticipated Date – Week of 04/08/2019
Intent to Award/Posted	http://vbs.dms.state.fl.us/vbs/main_menu	Anticipated Date of 04/16/2019
Contract Start Date		Anticipated Date of 04/30/2019

All Respondents are hereby notified that the meetings noted with an asterisk above (*) are public meetings open to the public and may be electronically recorded by any member of the audience. Although the public is invited, no comments or questions will be taken from either the Respondents or other members of the public.

1.6 Questions

This provision takes precedence over General Instruction #5 in PUR 1001.

All questions regarding the content of this ITN, must be received in writing by email to the Procurement Officer identified in Section 1.4, above, within the time indicated in Section 1.5, Schedule of Events. Verbal questions or those submitted after the period specified in the Schedule of Events will not be addressed.

Answers to questions submitted in accordance with the ITN Schedule of Events will be posted on the MyFlorida.com VBS website. Respondents are asked to use the following format when submitting questions:

VENDOR NAME ITN DLA-2019.05	
QUESTION	OAG'S ANSWER

1.7 Accessibility for Disabled Persons

If a special accommodation is needed, please advise no later than five working days prior to the event for which the accommodation may be needed. Contact the Procurement Officer named in Section 1.4 of the ITN.

SECTION 2. SPECIAL CONDITIONS

2.1 Responsive and Responsible (Mandatory Requirements)

Respondents must complete and submit the following mandatory information or documentation as part of its Reply. Any Reply which does not meet these requirements or contain this information will be deemed non-responsive.

1. Replies must be received at the location and date and time specified in Section 1.5, Schedule of Events.
2. The Title Page must be signed and returned with the Technical Reply.
3. Price/Rate Sheet – **Attachment B**, must be completed, signed and submitted in a separate sealed envelope at the same time the Technical Reply is submitted.

2.2 Costs of Developing and Submitting Reply: Ownership

Neither the OAG nor the State of Florida is liable for any of the costs incurred by a Respondent in preparing and submitting a Reply. All Replies become the property of the OAG upon receipt and will not be returned to the Respondents once opened. The OAG will have the right to use any and all ideas or adaptations of ideas contained in any Replies received in response to this ITN. Selection or rejection of the Reply will not affect this right.

2.3 Addendums

Any and all addendums to this ITN will be posted on the VBS with an Addendum Acknowledgement Form. The Addendum Acknowledgement Form, issued with each posting will be signed by an individual authorized to bind the Respondent, dated and included in the Respondent's Reply. It is the vendor's responsibility to monitor the VBS for any solicitation notifications.

2.4 Legal Requirements

Applicable provisions of all federal, state, county, and local laws and administrative procedures, regulations, or rules will govern the development, submittal and evaluation of all Replies received in response to this ITN and will govern all claims and disputes which may arise between persons submitting a Reply hereto and the OAG. Lack of knowledge of the law or applicable procedures, regulations or rules by any Respondent will not constitute a cognizable defense against their effect.

2.5 Identical Scoring of Responses

If during this ITN process, the OAG encounters identical or tied scoring, the tie will be resolved in accordance with Section 287.084, Florida Statutes. Respondents may execute and return **Drug Free Workplace Certification, Attachment E**, to be

considered in the event of identical scoring or exact tie.

2.6 Conflict of Interest and Disclosure

Respondents must comply with the provisions of Section 112.313, Florida Statutes and disclose in their Replies whether any officer, director, employee, or agent is also an officer or an employee of the OAG or the State. Respondents must disclose the name of any state officer or employee who owns, directly or indirectly, an interest of five percent or more in the Respondent's company or any of its affiliates. Respondents must also disclose the name of any employee, agent, lobbyist, previous employee of the OAG, or other person, who has received or will receive compensation of any kind, for seeking to influence the actions of the OAG in connection with this procurement.

2.7 Taxes

The OAG is generally exempt from all federal, state, and local taxes and no such taxes will be included in the price of the Contract. The OAG will have no responsibility for the payment of taxes which become payable by Contractor or its subcontractors in performance of the Contract.

2.8 Proposal Tenure

All Replies are binding for 180 days following the Reply opening date.

2.9 Non-Exclusive Rights

The right to provide the commodities and services which will be granted under the Contract will not be exclusive. The OAG reserves the right to contract for and purchase commodities and services from as many firms as it deems necessary without infringing upon or terminating the Contract.

2.10 Contract

The Contract between the OAG and the Contractor will incorporate in this ITN, any addenda to this ITN, and the Respondent's Reply (including the BAFO). In the event of a conflict in language among any of the documents referenced herein, the provisions and requirements of the Contract will control.

If at any time the Contract is canceled, terminated, or ends, and a new Contract is subsequently executed with an entity other than the Contractor, the Contractor has the affirmative obligation to assist in the smooth transition of contract services to the subsequent Contractor.

2.11 Assignment of the Contract

A Contract awarded pursuant to this ITN is not assignable except with the prior written approval of the OAG. Payments due under the Contract are not assignable except with the prior written approval of the OAG, and the concurrence of the Chief Financial Officer of the State. In the event of such approval, the Contract terms and conditions will apply to and bind the party or parties to whom a Contract is assigned as fully and completely as the Contractor is thereunder bound and obligated. No assignment, if any, will operate to release the Contractor from its liability for the prompt and effective performance of its obligations under the Contract.

2.12 No Third-Party Rights

The Contract awarded pursuant to this ITN is for the benefit of the OAG and the Contractor and not for the benefit of any third party.

2.13 Copyrighted Material

Copyrighted material will be accepted as part of a Technical Reply only if accompanied by a waiver that will allow the OAG to make paper and electronic copies necessary for the use of OAG staff and agents. Copyrighted material is not exempt from the Public Records Law, Chapter 119, Florida Statutes.

2.14 Confidential or Exempt Materials

Notwithstanding any provisions to the contrary, public records must be made available pursuant to Chapter 119, Florida Statutes, the Public Records Act. If a Respondent considers any portion of its Reply to be confidential, exempt, trade secret, or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority, the Respondent must segregate and clearly mark those portions it deems exempt as "CONFIDENTIAL."

Simultaneously, the Respondent will provide the OAG with a separate redacted paper and electronic copy of its Reply and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy must contain the solicitation name, number and the name of the Respondent on the cover and must be clearly titled "REDACTED COPY."

The redacted copy must be provided to the Department at the same time the Respondent submits its Reply and must only exclude or redact those exact portions which are claimed confidential, proprietary, or trade secret. The Respondent will be responsible for defending its determination that the redacted portions of its Reply are confidential, trade secret, or otherwise not subject to disclosure. The OAG is not responsible for information not properly redacted by the Respondent.

The Respondent will protect, defend, and indemnify the OAG for claims, costs, fines, and attorney's fees arising from or relating to its designation of any portion of its Replay marked as "CONFIDENTIAL."

2.15 Silence of Specifications

The apparent silence of specifications set forth in this ITN to any details, or the omission by Respondent of a detailed description, concerning any point, will be regarded as meaning that only the best commercial practices are to prevail and that only materials and workmanship of first quality are to be used. All interpretations of this ITN will be made upon the basis of this statement.

2.16 Background Screening Requirements

“Person” or “Persons” means any Contractor employees, subcontractor personnel, independent contractors, leased employees, volunteers, licensees, or other persons, operating under the direction of the Contractor with access to State data, or who enter the premises and facilities of OAG, or both.

“Access” means to approach, instruct, communicate with, store data in, retrieve data from, or otherwise make use of any resources of a computer, computer system, or computer network. “Data” means a representation of information, knowledge, facts, concepts, computer software, computer programs, or instructions, whether said information is confidential information or personal information. Data may be in any form, including but not limited to, in storage media, stored in the memory of the computer, in transit or presented on a display device, or a hard copy.

The Contractor will ensure the background screening required below is conducted on all persons directly entering any OAG facility and performing services under the Contract whether or not the person has access to State data, as well as those persons who are not performing services under the Contract but have access, including indirect access, to State data.

2.16.1 Background Screening Required

The Contractor will not allow any Person to provide services under this contract, have access to any State data, or enter any facility of the OAG until that person has been cleared by the OAG under the standards and procedures provided below:

1. The Contractor will ensure that each person will be screened as a prior condition for performing services, having access to State data, or entering the facilities of the OAG.
2. A Level 2 background screening will be required for all persons performing these services and shall be arranged by the Contractor and all necessary personal identifying information provided by the Contractor and/or such persons at least 10

calendar days in advance of the desired initial date of access prior to persons performing project services being allowed access to any OAG office.

3. A Level 2 background screening will be conducted, reviewed and cleared through the OAG's designee pursuant to personal identifying information provided by the Contractor or the person who is the subject of the screening.
4. OAG IT staff members must be in the immediate area of any OAG facilities where Contractor personnel are performing project services if any of those personnel do not have an approved OAG Level 2 background screening and have not completed the CJIS Awareness Training.

2.16.2 CJIS Security Awareness Training Requirements

CJIS Awareness Training must be successfully completed by all Contractor personnel prior to being allowed to access OAG data. The OAG will provide instructions for the training to the Contractor and each individual employed under the Contract resulting from this ITN.

2.16.3 Duty to Provide Secure Data

The Contractor will maintain the security of data. This includes, but is not limited to, a secure area around any display of such data or data that is otherwise visible. The Contractor will also comply with all other State and Federal rules and regulations regarding security of information.

2.16.4 OAG's Ability to Audit Screening Compliance and Inspect Locations

The OAG will have the right to inspect the Contractor's work area and location upon two business days prior written notice to the Contractor to ensure that access to the State data is secure and in compliance with the Contract and all applicable State and Federal rules and regulations.

2.16.5 Security Breach

If a breach of security occurs due to Contractor negligence or misconduct which allows unauthorized access or exposure of State data, the Contractor agrees to defend, indemnify, and hold harmless the OAG, the State, its officers, directors and employees for any claims, suits or proceedings. In addition, the Contractor will:

1. Include credit monitoring services at its own cost for those individuals affected or potentially affected by a breach of this provision for a two year period of time following the breach.
2. Be responsible for any and all damages to the OAG and any third party who is affected by a breach of this warranty to protect the State data.

SECTION 3. CONTRACT TERMS

The following terms and conditions will be included in the Contract. Respondents must become familiar with the OAG's **Sample Contract, Attachment A** hereto, which contains administrative, financial and non-programmatic terms and conditions mandated by federal and state law and, administrative code rules. Use of the sample contract is mandatory for this contract and terms and conditions contained in the sample contract are non-negotiable, unless otherwise indicated therein.

3.1 Term of Contract

The Contract will be in effect for an initial term of three years, beginning on or about April 30, 2019 or the date it is fully executed by the parties, and ending on April 29, 2022.

The Contract resulting from this solicitation may be renewed. Renewals may be made on a yearly basis for no more than three years beyond the initial contract, or for the term of the original contract, whichever is longer. Renewals must be in writing, are subject to the terms and conditions set forth in the initial contract and any written amendments signed by the parties. Renewals are contingent upon satisfactory performance by the Contractor, the availability of funds, and subject to annual appropriations by the Florida Legislature. Renewal prices must be specified, must be agreed to and set forth in the initial contract.

SECTION 4. SCOPE OF WORK

4.1 Background

The Attorney General is the Chief Legal Officer for the State and by and large, the OAG operates as the law firm for the State. The OAG is comprised of various units whose principal goal is to economically and efficiently provide the highest quality legal services to the State and its agencies for the benefit of all Floridians. Specific responsibilities of the OAG are enumerated in Article 4, Section 4 of the Florida Constitution and in Chapter 16, Florida Statutes.

IBM Notes/Domino was purchased and implemented by the OAG in 1996 and is the OAG's primary software platform. Since then the product has been utilized to develop customized applications for the OAG environment. Due to changes in technology and business needs, the OAG is experiencing inefficiencies with the IBM Notes/Domino platform as its main resource due to database size limits, lack of integration with a modern document management system and issues with acquiring human resources to provide support.

SIRE is the current electronic document management system (EDMS) and is used as a file repository for archiving documents in keeping with the standards and procedures for records retention. SIRE is reaching end of life with no further enhancements. Currently OAG has nearly 15.25 Terabytes of data – over 176 million records – and growing at the rate of approximately 1.5 Terabytes of data per year. Due to previous resource limitations, SIRE has also been utilized for email archival. Recently, the OAG migrated to Microsoft Outlook as the agency's email solution and email storage is now primarily cloud based with a small on-premise presence.

Existing application resources in the application environment address standard business processes required by all State agencies such as purchasing, human resource management, property management, etc. In addition, there are multiple processes addressed through application resources specific to the OAG.

As a result of the aging IBM Notes software platform and the current EDMS nearing end of life, the OAG secured a consultant to complete a study, assessing the current IT infrastructure and to complete a business case analyzing the costs and expected benefits of implementing an ITMP. Respondents should review the following link to read the study (“the IV-B-ITMP study”) which is the basis for approved legislative funding to begin the initial phase of ITMP implementation:
<http://floridafiscalportal.state.fl.us/Document.aspx?ID=17245&DocType=PDF>

4.2 Questions Being Explored

Based on the IV-B-ITMP study and initial ITMP funding authority, the OAG is seeking solutions to replace the majority of existing business applications housed primarily in IBM Notes. The business applications are mission critical systems supporting the backbone of the OAG business functions. These business applications will primarily be replaced by COTS solutions procured and implemented through a SI. All solutions procured will be required to support agency-wide usage of approximately 1,400 users. Solutions will be expected to eliminate dependency on outdated software, introduce modern software and industry standard practices and procedures, leverage out-of-the-box functionality and substantially limit customization, greatly reduce manual processes, and increase reporting efficiency.

The ITMP is intended to support the following major business units: Administrative Services, Information Technology, Citizen Services, Antitrust, Lemon Law, Civil Rights, Consumer Protection, Victim Services, Medicaid Fraud Control, Criminal/Collateral Appeals, Civil Litigation, Statewide Prosecution, Inspector General, Solicitor General and the Florida Elections Commission. There is wide variability and complexity among these various units, with each having its own specific configuration, set of operating requirements, applications and tools used to support the unit. Please see the OAG website for additional information - <http://www.myfloridalegal.com/> and www.fec.state.fl.us.

4.3 Facts Demonstrating Need

Since the OAG currently uses IBM Notes platform it has had to rely on their IT staff to create in-house applications to solve short term business problems. This solution relies heavily on existing institutional knowledge and experienced managers who understand the processes and custom designed programs with little to no external support. The obsolete technology has forced OAG developers to duplicate databases repeatedly in order to maintain all needed functions for the entire agency in a rapidly expanding data environment.

Currently, there are over 1,400 databases that have been designed to accomplish slightly over 100 business applications. This business practice will become more and more untenable over time as experienced staff transition out of OAG in the coming years.

4.4 Specific Goals

Specific goals for the ITMP include:

1. Replacement of the current SIRE EDMS with a COTS solution that has the equivalent features and functionality of the OnBase® system by Hyland. **This is a priority.** This will allow the OAG to keep up with expanding data needs, and to easily search and find documents, and more easily comply with information requests. All other solutions implemented through the ITMP must be compatible with the selected ECM solution.

2. Implementation of a modern Case Management System which will dramatically improve the speed in which documents are produced and approved.
3. Migration from in-house IBM Notes/Domino solutions (i.e., Customer Relationship Management system) to commercially available, supported, and configurable solutions.
4. Upgrades to support applications needed by the business units.
5. Increased mobility options for OAG employees.
6. A hybrid data storage solution that allows for both cloud technology and direct controlled data storage.

4.5 SI Requirements

The OAG is seeking a SI to provide services for the ITMP that will meet all requirements through creative and innovative approaches, ideas and concepts. Preference will be given to a SI with experience and expertise in IBM Notes integration.

It is expected the SI shall have an on-site presence at the OAG offices for the duration of the ITMP and the contractor's Lead Program Manager will be dedicated full-time to the ITMP and most likely will include other core team members. The OAG will utilize a core team concept for the ITMP with the core team assuming responsibility for bringing in other members when necessary and appropriate. The ITMP has an overall OAG Lead Program Manager who will be working with the contractor's Lead Program Manager to oversee the entire ITMP including integration management, scope management, time management, cost management, quality management, human resource management, change management, communications management, risk management, and procurement management.

4.5.1 SI DDI Requirements

The SI will provide the DDI for the ITMP by:

1. Using the OAG Schedule IV-B-ITMP study (See Section 4.1);
2. Developing a strategy, and road map for the modernization of critical systems, in conjunction and with the approval of, the ITMP Executive Steering Committee and OAG Lead Program Manager;
3. Identifying opportunities for a common platform consolidation. Technology will be a major contributor in the strategy and practice for the evolvement of the enterprise architecture;
4. Conducting facilitated requirements gathering sessions using standardized techniques and tools along with OAG subject-matter experts used to define the detailed functional requirements necessary for the new system, including business process re-engineering to improve the internal processes, gain efficiencies, elicit feedback and improve quality of results; and,
5. Documenting the following requirements, as well as any additional requirements the SI deems necessary for the DDI:

- a. Functional;
 - b. Non-functional;
 - c. System, both general and technical;
 - d. Interfacing systems;
 - e. Service Management;
 - f. Transition process; and,
 - g. Data conversion.
6. Development of ITMP functional system requirements in accordance with the best business practices commonly found in COTS solutions. SaaS will also be considered. These steps should include but not be limited to:
- a. Knowledge of the business needs and issues;
 - b. Solution scoping;
 - c. Detailed specifications;
 - d. Fit-gap analysis;
 - e. Customization and configuration of needs;
 - f. Testing; and,
 - g. Closure.
7. Procurement and oversight of contractors, in consultation with and upon OAG approval, for all ITMP solutions

4.6 Technical Requirements

4.6.1. Enterprise Content Management System (ECM)

The SI will replace the current SIRE EDMS with a COTS solution that satisfies, at a minimum, the high-level functional requirements contained in **Attachment G**. The ECM selected will have the equivalent features and functionality of the OnBase® system by Hyland. All other solutions implemented through the ITMP must be compatible with the selected ECM solution.

4.6.2 Case Management System (CMS)

The SI must provide for the procurement, installation, integration and implementation of a configurable and commercially available Case Management System (CMS) to dramatically improve the speed in which documents are produced and approved. At the present time, the Office of Statewide Prosecution (OSP) has a legal CMS, Legal Files, utilized only by OSP.

The CMS should:

1. Be a commercially available, supported and configurable solution;
2. Implement functionality associated with CMS and business unit processes to include analytics, finance and administration;
3. Allow for configuration to support applications needed by the business units;

4. Increase mobility options for OAG employees;
5. Have the ability to configure and tailor unique case screens for each business unit;
6. Have the ability to create unique folders for paperless case files;
7. Have workflow capabilities;
8. Have access controls;
9. Allow for secure transmission (incoming and outgoing) of files (documents, pictures, audios, videos, etc.) that can handle large data files, have access controls and activity logs;
10. Accommodate several hundred concurrent users at multiple sites throughout the State;
11. Be compatible with other IT products (i.e.: Windows 10, Windows 7, Microsoft Office 2016, Microsoft Office 365, Outlook email, Internet Explorer 11);
12. Possess defined workflow processes with tracking functions, both for users as well as sections;
13. Possess the capability to reassign tasks;
14. Be accessible via a web browser;
15. Not use client side (user station) utilities (components);
16. Allow each division to have its own secure area within the CMS;
17. Provide user security and screen level access integrated with Active Directory;
18. Allow the import and export of data in delimited text files, MS Excel and other standard formats;
19. Provide a range of query and report options, including ad-hoc, custom and user-defined reports (online and web enabled);
20. Address validation and review with pre-population of fields capabilities;
21. Integrate with Microsoft Outlook email and calendars; and,
22. Have the ability to produce email reminders prior to the deadline date and to do so on a flexible scheduled basis for those reminders.

4.6.3 Customer Relationship Management (CRM)

Customer representatives use the CRM platform to record and manage interactions with the public. The platform manages customer contact information, contact history and provides tools to start interactions with the DLA and support case status inquiry. The CRM platform capabilities may be available through simplified integration of CMS or ECM.

It is anticipated the CRM will be utilized by the Citizen Services business group in the intake, processing and tracking of phone calls, letters, emails, any other form of correspondence and other documents. The IT Help Desk, Purchasing Desk and Maintenance Desk are other business processes that may use the CRM. However, the SI will analyze and recommend the options for OAG approval that are best suited for the CRM and business processes.

The CRM should:

1. Employ defined data standards (e.g., consistent data schema, data elements, data class, field lengths and data tables, naming conventions);
2. Provide the ability to associate supporting documentation (e.g., scanned documents) with a system record;
3. Be upgradeable to support future vendor hardware enhancements;
4. Employ a data model enforcing referential integrity;
5. Provide a mechanism for recording and viewing system errors and warnings;
6. Provide a mechanism to notify the system administrator when definable performance and storage thresholds are exceeded;
7. Allow for maintenance and support activities to be carried out while the application and supporting systems are online (e.g., hot backup procedures);
8. Provide the ability to report on interface transmissions (e.g., total number of records loaded, date of interface transmission, amount of time to execute the interface transmission, errors and failures);
9. Include tools for monitoring and reporting capacity for all system components;
10. Include tools for monitoring and reporting performance for all system components;
11. Include tools for configuring the system (e.g., adding functionality, modifying existing functionality, modifying configurable settings);
12. Support the latest encryption standards for the transmission of data;
13. Provide the ability to transmit the scanned data through multiple methods (e.g., FTP, web-service);
14. Provide data security with regard to electronic privacy and regulations;
15. Provide approved end-users with the appropriate access to modify report queries on-line;
16. Provide the ability to generate reports based on report specific user-defined parameters;
17. Provide the ability to search a range of data values;
18. Identify user's access to reports based on the user's security profile;
19. Have access controls;
20. Retain the security that all data stored or accessed through the solution belongs to OAG;
21. Allow each division to have its own secure area within the CRM solution;
22. Configure and tailor unique screens for each business unit;
23. Allow for secure transmission (incoming and outgoing) of files (documents, pictures, audios, videos, etc.) that can handle large data files, have access controls and activity logs;
24. Provide user security and screen level access integrated with Active Directory;
25. Be configurable without programming;
26. Not use client side (user station) utilities (components); and,
27. Allow the import and export of data in delimited text files, MS Excel, and other standard data formats.

4.6.4 Data Conversion and Bridging

The SI will analyze, plan and execute all data conversion, bridging, testing and data reconciliation activities.

4.6.5 Organizational Change Management

The SI will coordinate training and communication; manage the transition of stakeholders and staff to new business processes and operational systems, including policy and procedure changes.

4.6.6 Project Management

The SI will provide project management services for the ITMP in its entirety with strict adherence to Florida Administrative Code Rule 74-1, Project Management and Oversight. The SI or a team member must be a Project Manager who is Project Management Professional® (PMP®) certified and assigned as the Lead Project Manager. The SI services will include, but are not limited to:

1. Coordinating and working together with OAG staff in various roles and business functions to ensure overall ITMP success.
2. Ensuring ITMP compliance with:
 - a. Stated plans;
 - b. Development and implementation methodologies;
 - c. Overarching quality standards;
 - d. Business processes; and,
 - e. Procedures.
3. Developing a comprehensive single, integrated project plan covering all phases of the ITMP. The plan will include, but not be limited to the following:
 - a. Allocation of human resources;
 - b. Installation timeframes;
 - c. Escalation procedures;
 - d. Reporting;
 - e. Governance;
 - f. Financial monitoring of the budget and expenditures; and,
 - g. Acceptance plans for services requested and rendered.
4. In conjunction with the OAG Lead Program Manager, developing and implementing an effective Communication Plan for all stakeholders. The Communication Plan will include at a minimum:
 - a. Identification and definition of the roles of persons involved in the ITMP;
 - b. Identification of ITMP stakeholders receiving the communications;
 - c. Identification of specific communication needs of ITMP stakeholders;
 - d. Frequency of communications to all stakeholders will be distributed and updated;

- e. Identify the format in which the communications will be distributed (e.g., email, printed copy, etc.); and,
 - f. Identification of information to be included in the communications for the ITMP.
5. Ensuring early identification and mitigation of risks through a detailed Risk Management Plan while supporting the program and project teams in implementing changes as appropriate to keep the ITMP on the approved schedule;
6. Ensuring early detection and correction of cost, scope and time variances, thus minimizing the risks;
7. Promptly escalating all real or perceived issues to the OAG's Lead ITMP Program Manager and include specific recommendations to remedy;
8. Providing technical review and verification of key program/project milestones and deliverables;
9. Verifying the solution meets documented business and technical requirements utilizing OAG approved acceptance criteria;
10. Developing quantitative performance metrics that support monitoring and communication of ITMP status;
11. Developing independent oversight reports, including metrics, of the ITMP and present to the OAG's Lead ITMP Program Manager, on a regular basis or on occurrence in the case of deviation from the contracted work. The Respondent's Reply should outline the proposed reporting requirements and schedule;
12. Providing written review and recommendations to the OAG's Lead Program manager regarding the ITMP status. Risk factors, anticipation, prevention and mitigation should be included in this report;
13. Meeting with OAG's Lead ITMP Program Manager and ITMP project teams to examine and analyze the overall test approach for redundancy testing and effective execution of approved solutions;
14. For each solution, the SI, in conjunction with the OAG Lead Program Manager and selected solution SI sub-contractors, will develop an Operations Transition Plan (OTP). The OTP will include methods to ensure a seamless transition to new solutions at the time of deployment as well as transition of operations and knowledge transfer to the OAG;
15. In coordination with the OAG Lead Program Manager, the SI will develop a training plan, including a method of delivery for effective change management of OAG IT staff. This will require an Organizational Change Management (OCM) Plan specifically for IT staff describing the overall objective and approach for managing organizational change both during and after the completion of the ITMP, including the methodologies and deliverables that will be used to implement OCM for the ITMP. The specific OCM methodology will be identified by the SI in the OCM Plan and will include at a minimum:
 - a. Description of roles, responsibilities, and communication between vendor and customer;
 - b. To-be process maps including a role-oriented flowchart (swim lane view) of the organization;

- c. Skill/Role gap analysis between the existing system and the proposed system;
 - d. Training plan including platform (classroom, CBT, etc.), schedule, and curriculum; and,
 - e. OCM Communication Plan.
16. Closure of the ITMP and individual projects with OAG final acceptance by the Executive Steering Committee of products and services, ensuring the program has met all objectives and final transition to OAG has been successfully completed. The closure phase should include, but not be limited to:
- a. Acceptance reports;
 - b. Knowledge transfer;
 - c. Archiving program information; and,
 - d. Lessons learned documentation.
17. In conjunction with the OAG Lead Program Manager, decommission legacy technology after the data and system users have been transitioned to the new solutions. Prior to the decommissioning of legacy applications, the SI will:
- a. Identify the data that needs to be preserved;
 - b. Identify the period of time archived data should be retained;
 - c. Identify what relations between data fields will be important for providing business context;
 - d. Identify which users will need access to data and what levels of permissions need to be supported;
 - e. Identify queries users need to perform and how the results should be presented;
 - f. Develop an archive strategy for overall information management; and,
 - g. Development of a Decommission Plan.
18. The following milestones will be addressed in the Decommission Plan:
- a. How the decommission of the application will be initiated;
 - b. Process for final decommission approval by the OAG Executive Steering Committee;
 - c. Process for taking the application offline, including but not limited to the establishment and communication of offline and end dates;
 - d. Preparation to decommission including but not limited to the redeployment of services, if needed; billing; determination of which licenses and certificates are no longer needed, etc.;
 - e. Identification of the point of no return;
 - f. Ending the Service, including but not limited to resources deallocation, such as staffing and billing/payments;
 - g. Decommission completion, including decommission wrap-up requirements;
 - h. Post-decommission including deleting of archived data, license release, etc.
19. In the event of early termination of the contract, expiration of the contract or at the conclusion of the ITMP, the SI will complete a Turnover Completion Report and transfer to the OAG all required materials and documentation, including, but not limited to, reports, records, scanned images, etc.;

20. Assists the OAG in the development of ITMP LBR submissions and upon written request from the OAG, participate in legislative discussions and presentations; and,
21. The SI will be responsible for the procurement and full implementation of all OAG ITMP solutions.

4.7 Communication with the OAG

The Contractor will meet or communicate regularly with the OAG Contract Manager, and any other applicable staff as requested by the OAG, to discuss processes, performance, and issues that may arise during the term of this contract.

The Contractor will cooperate fully with any data collection and evaluation activities, performance analysis, contract monitoring activities, quality assurance reviews, or audits carried out by the OAG in connection with the requirements and services performed under this Contract.

4.8 Experience and Qualifications

Respondent must have a minimum of five years of system integration experience performing configuration and installation of each proposed solution over ten million dollars in contract value and of a similar size and nature of those requested in the ITN. Any proposed subcontractor must meet these experience and qualification levels for the portion of the proposed solution or services they would be providing. See also Section 4.5.

Respondent must have a minimum of five years of extensive experience gathering the following requirements:

1. Business;
2. Stakeholder;
3. Functional;
4. Non-functional; and
5. Relationships and dependencies.

Respondent must have a minimum of five years of experience with Testing (system acceptance, validation), Quality Assurance (modeling, analysis, metrics, monitoring, documentation), and Data Management (conversion and migration, bridging, interfacing).

4.9 Documentation

4.9.1 References

Respondents must provide contact information for a minimum of three entities where the Respondent has provided commodities or services of a similar size and nature to those requested in this ITN. Respondents must use **Attachment C**, Business Reference Form to provide the required information and submit it with the Technical Reply. The OAG reserves the right to contact any and all references prior to execution of a Contract, in order

to verify experience. Information received may be considered in the OAG's determination of the Respondent's responsibility. The OAG's determination is not subject to review or challenge.

Respondent must submit copies of, and disclose, all contracts of a similar nature held by the Respondent in the last 10 years with a state, federal, or government agency. Provide such details as any corrective action, financial penalties, or liquidated damages imposed, and whether the contract was terminated for cause or for any reason prior to completion. Detail any litigation concerning disclosed contracts and the outcomes of such litigation.

4.9.2 Attestation of No Conflict

Respondents must complete and sign the Attestation of No Conflict form, **Attachment D**, and submit it with the Technical Reply.

4.10 Performance Measures and Financial Consequences

Pursuant to Section 287.058, the Contract must contain performance measures which specify the required minimum level of acceptable service to be performed and financial consequences that will apply if the Contractor fails to perform in accordance with the stated performance measures. The performance measures and financial consequences will be based on the final determination of the tasks and deliverables that result from negotiations.

4.11 Corrective Action Plan (CAP)

The OAG may impose a Corrective Action Plan (CAP) in accordance with the provisions of the Contract, if the OAG identifies performance deficiencies, **Section 4, Scope of Work**. Use of a CAP does not eliminate the imposition of financial consequences for failure to perform as specified, or any other remedy available by law.

SECTION 5. INSTRUCTIONS FOR PREPARING ITN SUBMITTAL

5.1 Reply - Two Parts (MANDATORY REQUIREMENT)

The Respondent will submit its **Technical Reply** and **Price/Rate Sheet, Attachment B**, hereafter referred to as the ITN Reply, by the date and time set forth in **Section 1, 1.5, Schedule of Events**, in the following manner:

1. The Technical Reply must be submitted in a separate sealed envelope/box and labeled **Technical Reply, ITN, and will include Respondent's Technical Reply and Attachments C, D, E, F and G. No price or rate information should be contained in the Technical Reply. RESPONDENTS MUST NOT EMBED DOCUMENTS IN THE TECHNICAL REPLY.**
2. The **Price/Rate Sheet, Attachment B**, must be submitted at the same time as the Technical Reply; but must be in a separate envelope and labeled, **Price/Rate Sheet, ITN DLA-2019.05.**

Respondent may revise the Price/Rate Sheet, Attachment B, included in this ITN to include information deemed necessary for pricing.

5.2 Copies of Replies

Respondents are asked to submit an **ORIGINAL AND TEN COPIES** of its Reply including responses to the Technical Reply and **Attachment B** to the OAG no later than the date and time listed in accordance with **Section 1.5, Schedule of Events**. In addition, the Reply should contain an electronic version of the Technical Reply in a single Adobe PDF document file format on portable media. Respondent's original Reply must contain originals of all documents required to be submitted by Respondents.

5.3 Reply Delivery (MANDATORY REQUIREMENT)

It is the Respondent's responsibility to ensure that its Reply is delivered by the proper time at the location identified in **Section 1,1.5, Schedule of Events**. ITN Replies which, for any reason are not received timely, will not be considered or scored. Unsealed Replies, Replies transmitted electronically or by facsimile transmission are not acceptable and will be declared non-responsive and will not be scored. No Reply to this ITN may be altered after the submission due date and time.

5.4 Execution of Reply (MANDATORY REQUIREMENT)

Each ITN Reply (see Title Page) must contain the company name and F.E.I.N. or social security number and the original signature of an authorized representative of the Respondent. Each ITN Reply must be typed. Each ITN Reply should be submitted with

Respondent's name and page number on each page. Unsigned Replies are not acceptable and will be found non-responsive.

5.5 Technical Reply

The objective of the Technical Reply is to demonstrate the Respondent's ability and readiness to successfully deliver a technical solution in accordance with **SECTION 4, Scope of Work** of the ITN. Failure to organize a reply in the suggested manner may result in the inability to locate provided information.

To assist the OAG in reviewing the Technical Replies, each Technical Reply should be prepared using the following format and headings:

Table of Contents

- TAB 1 Title Page (Mandatory – must be signed)
 - Transmittal Cover Letter (see Section 5.5.1)
 - Attestation of No-Conflict (see **Attachment D**)
 - Drug Free Workplace form (see **Attachment E**)
- TAB 2 Executive Summary (see Section 5.5.2)
- TAB 3 Respondent/Subcontractor Experience & Qualifications (see Section 5.5.3)
- TAB 4 References (see Section 5.5.4)
- TAB 5 Approach and Methodology (see Section 5.5.5)
- TAB 6 Reporting (see Section 5.5.6)
- TAB 7 Quality Assurance (see Section 5.5.7)

5.5.1 Transmittal Cover Letter

This cover letter serves as the document covering transmittal of the Reply. The letter must clearly indicate the person signing the Technical Reply is authorized to bind the Respondent legally in a contractual obligation. The Transmittal Cover Letter will include the items below:

1. Name and principal place of business of the Respondent;
2. Primary location where the work will be performed;
3. Identify any and all joint proposing firms and/or subcontractors; and,
4. In the event that **Section 2.6** of the ITN, Conflict of Interest and Disclosure, is applicable, then this, too, must be addressed.

5.5.2 Executive Summary

The Respondent will include an Executive Summary no longer than three single-sided pages in length, that demonstrates the Respondent's overall understanding of the OAG's technical requirements as set out in detail in **SECTION 4, Scope of Work**, of the ITN, and summarizes the significant features of the technical solution offered by the Respondent. For Replies that include a subcontractor(s), the same information should be provided for

any proposed subcontractors.

5.5.3 Respondent's and Subcontractors Experience and Qualifications

The Respondent will describe its qualification for, and experience in providing services similar in nature to those described in Section 4.8 and otherwise in this ITN, as well as any proposed subcontractor's experience and qualifications, if applicable. Include specific information such as, but not limited to:

1. The Respondent's experience with providing system integration services and IBM Notes/Domino data conversion as set forth in **Section 4, Scope of Work**.
2. Number of years Respondent has been providing these services.

5.5.4 References

The Respondent will provide references from other state agencies or firms for whom the Respondent or any proposed subcontractors has performed services as specified in this ITN and that meet the experience requirements specified in Section 4.8, using **Business Reference Form, Attachment C**.

5.5.5 Approach and Methodology

The purpose of this section is to identify the methods and tools that will be used to successfully effect the business solutions that meet the needs of the OAG program areas in accordance with **Section 1.1.1, Purpose**, and **Section 4, Scope of Work**, while governing, managing, tracking and ensuring the success of the Contract.

The Respondent will describe its ability and proposed technical approach to replacing the current EDMS and data conversion, development of case management and customer relationship management systems, the migration of existing IBM Notes/Domino applications and project management.

The Respondent will identify any licensing agreements and additional requirements that are deemed important to the approach and methodology.

The Respondent will identify key Contract staff members and provide the OAG with sufficient information to evaluate the management approach, and relevant training and experience of the staff members to be assigned to work the Contract.

5.5.6 Reporting

The Respondent will describe its approach to ensuring all ITMP timelines and all requirements set forth in **Section 4, Scope of Work**, specified in this ITN, are met and all work is performed in a timely manner.

5.5.7 Quality Assurance

The Respondent will describe its approach to ongoing quality assurance including, at a minimum, the following:

1. Respondent's existing or proposed internal quality control policies;
2. A detailed description of how the Respondent's existing or proposed quality assurance system conducts quality assessment reviews;
3. A description of the process for resolving problems as they arise, between the Respondent and the OAG; with a timeframe for Replies; and
4. How performance improvements will be identified and initiated.

SECTION 6. EVALUATION OF TECHNICAL REPLY, PRICING & NEGOTIATIONS

6.1 Evaluation Criteria

The OAG will evaluate replies against all evaluation criteria set forth in Section 6.2 in order to establish a competitive range of replies reasonably susceptible of award. The maximum points possible for the total reply submission is: **700**

6.2 Evaluation of Technical Replies

The OAG will appoint Evaluation Members consisting of a minimum of three persons who collectively have experience and knowledge in the program areas and service requirements for the services sought in this ITN. Each Evaluator will complete the evaluation and scoring of the Technical Replies, including all components contained in **Section 4, Scope of Work**, in this ITN, in accordance with the criteria set forth in this section and the mandatory requirements. Each evaluator, working independently, will award a numerical score using whole numbers to assess the merits of content of each Respondent's Technical Reply. Each Evaluator's total score will be averaged together. **Respondents must have a minimum average technical score of 500 points out of the possible 700 points to be eligible for negotiations. The minimum score does not guarantee that a Respondent will be asked to negotiate.**

TECHNICAL REPLY EVALUATION CRITERIA	MAXIMUM POINTS AVAILABLE
Respondent/Subcontractor Experience, Qualifications & References a. Experience - 50 b. Qualifications - 50 c. References - 25	125 Points
Approach and Methodology	
1. SI DDI Requirements	90 Points
2. Enterprise Content Management Solution	85 Points
3. Case Management System	70 Points
4. Customer Relationship Management	70 Points
5. Data Conversion and Bridging a. SIRE data conversion - 60 b. IBM Notes applications data conversion - 40	100 Points

6. Organizational Change Management	60 Points
7. Project Management	50 Points
Reporting	25 Points
Quality Assurance	25 Points
TOTAL POSSIBLE POINTS	700 Points

6.3 Price/Rate Sheets Evaluation

Price/Rate Sheets will not be scored but will be used for negotiation purposes.

The OAG will take the following steps upon opening Price/Rate Sheets:

1. Confirm the Price/Rate Sheet has price rates listed to accomplish the Scope of Work for the OAG, using the **Price/Rate Sheet Form, Attachment B**, the OAG provides in this ITN.
2. Confirm the **Price/Rate Sheet Form, Attachment B**, includes a price for each item listed.

6.4 Concurrent Negotiations and Process

6.4.1 Negotiation Overview

The OAG will appoint a Negotiation Team consisting of a minimum of three persons who collectively have experience and knowledge in the program areas and service requirement. The OAG may negotiate with as many respondents as it determines appropriate. The OAG will schedule demonstrations and negotiations at its discretion. Respondents must have an average minimum of 500 points out of 700 total points for the technical reply to be eligible to proceed to negotiation (and demonstration). See Section 6.2. Negotiation will continue until an agreement is reached or all replies are rejected. Negotiation sessions are not open to the public. Negotiations do not guarantee award of a contract.

The Respondents participating in the negotiations should be cognizant of the fact that the OAG reserves the right to finalize the negotiation process at any time, when it determines it is in the best interest of the OAG and the State to do so.

6.4.2 Demonstrations

Demonstrations will be held as the first step to the negotiations, live in-person at the OAG headquarters, located at the Collins Building at 107 West Gaines Street in

Tallahassee, Florida. Demonstrations are mandatory for negotiation participants. Respondents must conduct these live demonstrations using only those components that are part of its proposed solutions. The primary focus will be on adequately demonstrating the system requirements and functionalities of the Respondent's proposed solutions as responsive to the requirements of this ITN and answering all questions from the OAG concerning the proposed solutions. The exact schedule and agenda for these demonstrations will be provided with as much prior notice as possible (See Section 1.5, Schedule of Events).

6.4.3 Negotiation Sessions

Respondents must have a representative present during negotiation sessions who is authorized to make binding decisions on behalf of the Respondent. It is the Respondent's sole responsibility to coordinate all persons needed to ensure it is appropriately represented during scheduled negotiations. The Negotiation Team may:

1. Require Respondents to address services, prices, or conditions offered by any other Respondents;
2. Re-open negotiations with any of the Respondents; and,
3. Request pricing options or models different from the initial Price/Rate Sheet submission. This information may be used in negotiations to determine the best pricing solution to be used in the Contract.

6.5 Best and Final Offer

At the conclusion of negotiations, the Negotiation Team may request BAFOs from one or more of the Respondents that participated in negotiations. Respondents must submit BAFOs by e-mail to the OAG Procurement Officer listed in **Section 1, 1.4, in the time specified by the Negotiation Team**. Failure of a Respondent to submit a BAFO by the specified time **specified by the Negotiation Team**, will result in the Respondent being eliminated from further consideration.

6.6 Contract Award

The Negotiation Team will make a recommendation in writing as to which Respondent's Reply (including negotiated terms and BAFO) constitutes the greatest overall value to the State based upon the requirements of this ITN. The award recommendation will be submitted to the Attorney General as agency head, or her designee. A notice of intent to award will be posted on the state's Vendor Bid System (VBS) website at, http://vbs.dms.state.fl.us/vbs/main_menu.

6.7 Protests

Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes,

or failure to post a bond or other security required by law within the time allowed for filing a bond will constitute a waiver of proceedings under Chapter 120, Florida Statutes.

A notice of intent to protest must be received by the Agency Clerk, with notice given to the Procurement Officer for the intent to protest, within the time prescribed in Section 120.57(3), Florida Statutes.

Only documents delivered by the U.S. Postal Service, a private delivery service, or in person (8:00 a.m. – 5:00 p.m., Eastern Time) will be accepted. Documents received after hours will be filed the following business day. **No filings may be made by email or by any other electronic means.** All filings must be made **with the Agency Clerk ONLY** and are only considered "filed" when stamped by the official stamp of the Agency Clerk at the location identified below. It is the responsibility of the filing party to meet all filing deadlines.

The Agency Clerk's address is:

Agency Clerk
Florida Department of Legal Affairs
Office of the Attorney General
107 West Gaines Street
Tallahassee, Florida 32399

Do not send Replies to the Agency Clerk's Office. Send all Replies to the Procurement Officer and address listed in the Schedule of Events, Section 1.5.

THIS SECTION INTENTIONALLY LEFT BLANK

Attachment A – Sample Contract

**SAMPLE CONTRACT FOR
INFORMATION TECHNOLOGY MODERNIZATION PROGRAM
SYSTEM INTEGRATOR**



**BETWEEN
THE STATE OF FLORIDA
Department of Legal Affairs
Office of the Attorney General
AND
CONTRACTOR**

SAMPLE CONTRACT

This Contract is between the STATE OF FLORIDA, OFFICE OF THE ATTORNEY GENERAL, DEPARTMENT OF LEGAL AFFAIRS (OAG), an agency of the State of Florida with offices at The Capitol, PL-01, Tallahassee, Florida 32399-1050, and INSERT CONTRACTOR’S NAME AND ADDRESS (Contractor).

The Contractor responded to the OAG’s ITN DLA-2019.05, “Information Technology Modernization Program System Integrator” (the ITN). The parties enter into this Contract in accordance with the terms and conditions of the solicitation. These terms are non-negotiable unless it is specifically indicated herein that they are subject to change during the negotiations.

The parties agree as follows:

1. SCOPE OF WORK

The Contractor’s obligations for the provision of “Information Technology Modernization Program (ITMP) System Integrator services explained in detail in Attachment 1 to this Contract, hereby incorporated by reference, Attachment 1 reflects the SCOPE OF WORK, Section 4 of the ITN, Contractor’s Reply thereto and any modifications agreed to through the ITN negotiations. The General Contract Terms from PUR 1000 are attached (**See Attachment F**) and are hereby incorporated by reference. This contract takes precedent if there is any conflict between the terms of PUR 1000 and this contract.

2. DEFINITIONS (May be modified based on negotiations)

The following definitions apply in addition to the definitions in PUR 1000.

Case Management System (CMS)	Case Management System is the coordination of services surrounding an individual, group, or specific issue. Case Management is the primary business process in the commission of the duties of the OAG.
Commercial Off the Shelf (COTS)	Commercial Off the Shelf are packaged solutions which are then adapted to satisfy the needs of the OAG, rather than the commissioning of custom-made solutions.
Criminal Justice Information System (CJIS)	Criminal Justice Information System is the FBI’s system that provides a range of state of-the-art tools and services to law enforcement used by the OAG in several bureaus, national security and intelligence community partners, and the general public. The CJIS Security Policy is available for review at: https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center .
Customer Relationship Management (CRM)	Customer Relationship Management is a technology for managing all agency relationships and interactions with customers and potential customers.
Design, Development	Design, development and implementation activities begin after the

and Implementation (DDI)	planning, business process standardization, requirements definition, and procurement strategies associated with various goods (COTS) and services have been completed.
Enterprise Content Management (ECM)	ECM is an umbrella term covering document management, web content management, search, collaboration, records management, digital asset management (DAM), workflow management, capture and scanning.
Electronic Document Management System (EDMS)	EDMS is a system (based on computer programs in the case of the management of digital documents) used to track, manage and store documents and reduce paper.
IBM Notes/Domino	IBM Notes/Domino is a platform for hosting business-focused collaboration applications. IBM Notes or IBM Notes/Domino are interchangeable throughout this Invitation to Negotiate.
Information Technology Modernization Program (ITMP)	Information Technology Modernization Program is the technology solution(s) and contractors that will modernize the business environment at the OAG and meet OAG strategic objectives through implementation of modern system functions and infrastructure.
OAG Executive Steering Committee	The OAG ITMP advisory committee comprised of high-level stakeholders and experts providing guidance on key issues such as policy and objectives, budgetary control, procurement strategy, resource allocation and decisions involving large expenditures.
OAG Lead Program Manager	Office of Attorney General Lead Program Manager, in coordination with designated OAG staff, providing oversight of the selected ITMP SI.
Operations Transition Plan (OTP)	The Operations Transition Plan is a plan that includes methods to ensure a seamless transition to new solutions at the time of deployment as well as transition of operations and knowledge transfer.
Software as a Service (SaaS)	Software as a Service.
Systems Integrator (SI)	SI is a person or company that specializes in bringing together component subsystems into a whole and ensuring that those subsystems function together, a practice known as system integration.
State	State will be synonymous with the State of Florida and its various agencies and other governmental subdivisions.
Subcontractor	Any firm or person other than an employee of a Respondent who performs any services required by the Contract for compensation, upon OAG approval.
Vendor Bid System (VBS)	The system which allows all State Agencies to advertise solicitations on MyFlorida.com, hosted by the Department of Management Services. It also permits registered Vendors to receive automatic email notification of solicitation advertisements, addendums to solicitation, and exceptional purchases. The state of

	Florida's internet-based vendor information system at: http://vbs.dms.state.fl.us/vbs/main menu
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3. TERM

3.1. Initial Term

The initial term of the Contract will be for three years. The initial Contract term will begin on April 30, 2019, or on the last date it is signed by all parties, whichever is later.

3.2 Renewal Term

This contract may be renewed on a yearly basis for no more than three years beyond the initial contract or for the original term of the contract, whichever is longer, and is subject to the same terms and conditions set forth in the initial contract. Renewals must be in writing, made by agreement, and will be contingent upon satisfactory fiscal and programmatic performance evaluations as determined by the OAG and will be subject to the availability of funds.

3.3 Termination

The following terms apply in addition to the termination provisions in PUR 1000 sections 22 and 23.

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

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

4. COMPENSATION (Section 4 may be modified as based on negotiations)

4.1 Payment

This is a fixed price, fixed fee and unit cost contract. The OAG will pay the Contractor based on the amounts agreed to in **Attachment B, Price/Rate Sheet** or the **BAFO** submitted as part of the negotiation process, which will be incorporated in the Contract by reference. The total contract amount and the amounts, the unit of service as related to the deliverables, and timing of the payments (e.g., quarterly, monthly, one-time) will be specified in this contract.

4.2 Advance Payment

Contractor may request advance payment for up to three months of anticipated expenses, not to exceed one quarter of the total contract amount, and subject to approval by the Florida Department of Financial Services.

4.3 Invoices

The Contractor must submit a properly completed invoice to the Contract Manager within 30 days from the end of each payment period (monthly, quarterly, etc. as agreed to). Invoices will be submitted in the format specified by the OAG.

4.4 Bills for Travel

Bills for travel expenses are not permitted under the terms of this contract.

4.5 Final Invoice

Unless renewed or extended, the final invoice must be received within 30 calendar days immediately following contract expiration.

4.6 Appropriations (May not be modified)

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

4.7 Corrective Action Plan (CAP) (Final terms subject to negotiation)

Using this Contract as the basis, the OAG, at its sole discretion, is authorized to identify contracted deficiencies within the Contractor's performance and request a proposed Corrective Action Plan (CAP) to correct the deficiencies.

4.8 Performance Measures and Financial Consequences

Pursuant to section 287.058, this Contract must contain performance measures which specify the required minimum level of acceptable service to be performed and financial consequences that will apply if the Contractor fails to perform in accordance with the stated performance measures. The performance measures and financial consequences will be based on the final determination of the tasks and deliverables that result from negotiations. Financial consequences will be a stated reduction for failure to meet the required performance measure, which will be assessed on invoiced amounts.

5. INDEMNIFICATION

Contractor is liable for and will indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from all claims, suits, judgments, or damages, consequential or otherwise and including attorneys' fees and costs, arising out of any act, actions, neglect, or

omissions by Contractor, its agents, or employees during the performance or operation of this contract or any subsequent modifications thereof, whether direct or indirect, and whether to any person or tangible or intangible property.

Contractor's inability to evaluate liability or its evaluation of no liability will not excuse Contractor's duty to defend and indemnify the OAG within seven days after certified mail or courier delivery notice from the OAG. Only adjudication or judgment after highest appeal is exhausted specifically finding Contractor not liable will excuse performance of this provision. Contractor will pay all costs and fees related to this obligation and its enforcement by the OAG. The OAG's failure to notify Contractor of a claim will not release Contractor of the above duty to indemnify. **NOTE: This section, I.E, Indemnification, is not applicable to contracts executed between state agencies or subdivisions, as defined in section 768.28, Florida Statutes.**

6. CONTRACT DOCUMENT

This Contract constitutes the entire understanding of the parties and consists of the documents listed. In the event there is a conflict between these documents, the conflict will be resolved in the following order of priority:

1. This Contract
2. Scope of Work (**Attachment A**)
3. Price/Rate Sheet (**Attachment B to the ITN or BAFO**)
4. General Contract Conditions - PUR 1000(10/06), which are incorporated by reference, and available at <http://www.dms.myflorida.com/content/download/2933/11777/version/6/file/1000.pdf>

7. CONTRACT ADMINISTRATION

7.1 Contract Administrator

The OAG's Contract Administrator is responsible for all aspects of contract administration including but not limited to: creation and maintenance of the contract file, managing changes to the contract, maintaining financial information, and entering contract information into the OAG's contract tracking system (CTRS). As of the effective date of the Contract, the Contract Administrator is:

INSERT NAME

Bureau of General Services

Office of Administrative Services

Florida OAG of Legal Affairs

Physical Address: 107 West Gaines Street Tallahassee, FL 32301

Mailing Address: PL-01 The Capitol Tallahassee FL 32399-1050

Phone: (850) 414- NUMBER

Email: INSERT

In the event the OAG changes the Contract Administrator, the OAG will notify the

Contractor's Representative in writing. Such changes do not require a formal written amendment to the Contract.

7.2 Contract Manager

The OAG's Contract Manager is responsible for all aspects of contract management including but not limited to: managing the receipt, certification, and payment of commodities and contractual services; monitoring and evaluating contractor performance and end user satisfaction; serving as the point of contact for the OAG and contractor; and maintaining a contract management file. As of the effective date of the Contract, the Contract Manager is:

INSERT NAME

Office of Information Technology

Florida OAG of Legal Affairs

Physical Address: 107 West Gaines Street Tallahassee, FL 32301

Mailing Address: PL-01 The Capitol Tallahassee FL 32399-1050

Phone: (850) 414-NUMBER

Email: INSERT

In the event the OAG changes the Contract Manager, the OAG will notify the Contractor's Representative in writing. Such changes do not require a formal written amendment to the Contract.

7.3 Contractor's Representative

The Contractor will assume sole responsibility for providing the commodities and services offered in its Response, whether or not the Contractor is the provider of said commodities and services or any component thereof. The OAG will consider the Contractor's Representative to be the sole point of contact with regard to contractual matters. As of the effective date of the Contract, the Contractor's Representative is:

INSERT NAME

TITLE/Name of Contractor Company

Address:

Phone:

Email:

In the event the Contractor changes the Contractor's Representative, the Contractor will notify the OAG's Contract Administrator and Contract Manager in writing. Such changes do not require a formal written amendment to the Contract.

8. COMPLIANCE WITH LAWS

8.1 Governing Law

This Contract will be construed, performed, and enforced in accordance with the laws and

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

8.2 Compliance

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

8.3 Notice of Legal Actions

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

8.4 Public Entity Crime and Discriminatory Vendors

Pursuant to Sections 287.133 and 287.134, Florida Statutes, the following restrictions apply to the persons placed on the convicted vendor list or the discriminatory vendor list.

8.4.1 Public Entity Crime

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

8.4.2. Discriminatory Vendors

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

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

9. LIABILITY AND WORKER'S COMPENSATION INSURANCE

This paragraph modifies Section 35, of the PUR 1000.

Contractor will provide adequate liability insurance coverage on a comprehensive basis and will hold such liability insurance at all times during the existence of this contract and any renewals and extensions of it. Upon execution of this contract, unless it is a state agency or subdivision as defined in section 768.28, Florida Statutes, Contractor accepts full responsibility for identifying and determining the type and extent of liability insurance necessary to provide reasonable financial protections for Contractor. The limits of coverage under each policy maintained by Contractor do not limit Contractor's liability and obligations under this contract. Upon the execution of this contract, Contractor must furnish the OAG written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the state of Florida. The OAG reserves the right to require additional insurance as specified in Attachment A.

Providing and maintaining adequate insurance coverage is a material obligation of the Contractor and is of the essence of the Contract. The Contract will not limit the types of insurance Contractor may desire to obtain or be required to obtain by law. The limits of coverage under each policy maintained by the Contractor will not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies will be through insurers authorized to write policies in Florida.

10. PUBLIC RECORDS

10.1 Public Records Request for Confidential Information

The successful Respondent will keep and maintain public records required by the OAG to perform all services required under this Contract. A request to inspect or copy public records relating to this Contract must be made directly to the OAG. If the OAG does not possess the requested records, the OAG will notify the Contractor of the request. Upon receiving such a notification and request from the OAG's Custodian of Public Records,

the successful Respondent will provide the OAG with a copy of the request records, at no cost to the OAG, or allow the records to be inspected or copied by the member of the public making the records request at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. The Contractor must ensure that in allowing public access to all documents, papers, letters, or other materials made or received in conjunction with this Contract, those records that are exempt or confidential and exempt from public records disclosure requirements by operation of Section 119.071, Florida Statutes or Chapter 119, Florida Statutes, are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the successful Respondent does not transfer the records to the OAG.

If the successful Respondent fails to comply with the OAG's request for records, then the failure constitutes grounds for unilateral cancellation of this Contract by the OAG at any time, with no recourse available to the successful Respondent. Further, any successful Respondent who fails to provide the public records to the OAG within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes. Upon completion of this Contract, the successful Respondent will keep and maintain public records required by the OAG to perform the services to be provided in the scope of this Contract, or electronically transfer in a file format compatible with the information technology systems of the OAG, at no cost to the OAG, all public records in possession of the successful Respondent. If the successful Respondent transfers all public records to the OAG upon completion of the Contract, the successful Respondent will destroy all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the successful Respondent keeps and maintains public records upon completion of the Contract, the successful Respondent will meet all applicable requirements for retaining public records, consistent with the State of Florida's records retention schedule. All public records stored electronically must be provided to the OAG, upon request of its Custodian of Public Records, at no cost to the OAG, in a format compatible with the information technology systems of the OAG.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THEN THE CONTRACTOR SHOULD CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850) 414-3634, publicrecordsrequest@myfloridalegal.com OFFICE OF THE ATTORNEY GENERAL, PL-01, THE CAPITOL, TALLAHASSEE, FL 32399-1050.

10.2 Indemnification

Contractor will protect, defend, and indemnify the OAG for all claims arising from or relating to Contractor's determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If Contractor fails to submit a redacted copy of information it claims is Confidential, the OAG is authorized to produce the entire documents, data, or records submitted to the OAG in answer to a public records request or other lawful request for these records.

10.3 Confidential Information in Possession of Contractor

During the Contract, the Contractor may have access to information that is confidential, exempt, or otherwise protected information. The Contractor must comply with the **Scope of Work, Attachment A**. Maintaining confidentiality and security of information which is in possession of the Contractor pursuant to this Contract is a material provision of this Contract. Failure to maintain the confidentiality and security required by the **Scope of Work, Attachment A** will result in termination of this contract for cause.

11. INTELLECTUAL PROPERTY

All patents, copyrights, and trademarks arising, developed, or created in the course of, or as a result of the Contract are the property of the OAG and nothing resulting from Contractor's services or provided by the OAG to the Contractor may be reproduced, distributed, licensed, sold or otherwise transferred without the prior written permission of the OAG. **This paragraph does not apply to the OAG's purchase of a license for Contractor's intellectual property or if otherwise specified in the Statement of Work.**

12. E-VERIFY EMPLOYMENT ELIGIBILITY VERIFICATION

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

The Contractor will utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

13. GEOGRAPHIC LOCATION OF DATA SERVICES

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

14. RECORDS RETENTION

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

15. GIFTS

The Contractor agrees that it will not offer to give or give any gift to any State of Florida employee.

This Contractor will ensure that its subcontractors, if any, will comply with this provision.

16. VENDOR OMBUDSMAN

A Vendor Ombudsman has been established within the OAG of Financial Services. The duties of this office are found in Section 215.422, Florida Statutes, which include disseminating information relative to prompt payment and assisting vendors in receiving their payments in a timely manner from a OAG. The Vendor Ombudsman may be contacted at (850) 413-3431.

17. MONITORING BY THE OAG

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

18. AUDITS

The OAG may conduct or have conducted performance and compliance audits of all areas of the Contractor and/or Subcontractors as determined by the OAG. The OAG may conduct an audit and review all the Contractor's (and Subcontractors') data and records that directly relate to the Contract Services. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with Subcontractors, partners or agents of the Contractor, pertaining to this Contract, may be inspected by the OAG upon five (5) days' notice, during normal working hours. Release statements from its subcontractors, partners or agents are not required for the OAG or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The State's Chief Financial Officer and the Office of the Auditor General also have authority to perform audits and inspections.

19. PREFERRED PRICE AFFIDAVIT OR PROOF OF SERVICE FORM REQUIREMENT

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

20. INDEPENDENT CONTRACTOR

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

21. PRESERVATION OF REMEDIES

No delay or omission to exercise any right, power or remedy accruing to either party upon breach or default by either party under this Contract, will impair any such right, power or remedy of either party; nor will delay or omission be construed as a waiver of any such breach or default, or any similar breach of default thereafter.

22. UNAUTHORIZED EMPLOYMENT

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

23. HIPAA COMPLIANCE

The Contractor must meet all federal and state regulations regarding standards for privacy and individually identifiable health information as identified in the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and Florida Statutes.

HIPAA requires, among other things, that the confidentiality of Personal Health Information (PHI) is ensured. This includes physical and logical security of data, encryption of data in transit, proper disposal and destruction of data on any media (electronic or hardcopy), and release of data only to authorized recipients.

24. DELEGATION OF OBLIGATIONS UNDER THE CONTRACT

24.1 Subcontractors

The Contractor may use subcontractors for the provision of services specified under this contract with the prior written approval of the OAG. The Contractor will be responsible for its subcontractors' work under the contract, including consequences which result from the subcontractor's non-performance. Nothing in this Contract grants any rights or remedies to any person other than the Contractor and OAG. Nothing in this contract creates a third-party beneficiary relationship between the OAG and any subcontractors or employees of the Contractor.

24.2 Assignment

The Contractor will not sell, assign or transfer any of its rights, duties or obligations under the Purchase Order without the prior written consent of the OAG. In the event of any

assignment, the Contractor remains secondarily liable for performance of the Contract, unless the OAG expressly waives such secondary liability. The OAG may assign the Contract with prior written notice to Contractor.

25. SECURITY

High Confidentiality: preserving authorized restrictions on information access and disclosure, including means for protecting personal privacy and proprietary information.

High Integrity: guarding against improper information modification or destruction and includes ensuring information non-repudiation and authenticity.

Medium Availability: ensuring timely and reliable access to and use of information with minimal downtime during normal business hours.

Maintaining security is a material portion of this Contract and failure to maintain these standards may result in the consequences for non-performance described in Section 4.8 of the contract, including, but not limited to indemnification of the state from any liability caused by the breach.

26. BACKGROUND SCREENING REQUIREMENTS

26.1 Definitions

Person” or “Persons” means any Contractor employees, subcontractor personnel, independent contractors, leased employees, volunteers, licensees, or other persons, operating under the direction of the Contractor with access to State data, or who enter the premises and facilities of OAG, or both.

“Access” means to approach, instruct, communicate with, store data in, retrieve data from, or otherwise make use of any resources of a computer, computer system, or computer network. “Data” means a representation of information, knowledge, facts, concepts, computer software, computer programs, or instructions, whether said information is confidential information or personal information. Data may be in any form, including but not limited to, in storage media, stored in the memory of the computer, in transit or presented on a display device, or a hard copy.

The Contractor will ensure the background screening required below is conducted on all persons directly entering any OAG facility and performing services under the Contract whether or not the person has access to State data, as well as those persons who are not performing services under the Contract but have access, including indirect access, to State data.

26.2 Background Screening Required

The Contractor will not allow any Person to provide services under this contract, have access to any State data, or enter any facility of the OAG until that person has been cleared by the OAG under the standards and procedures provided below:

1. The Contractor will ensure that each person will be screened as a prior condition for performing services, having access to State data, or entering the facilities of the OAG.
2. A Level 2 background screening will be required for all persons performing these services and shall be arranged by the Contractor and all necessary personal identifying information provided by the Contractor and/or such persons at least ten (10) calendar days in advance of the desired initial date of access prior to persons performing project services being allowed access to any OAG office.
3. A Level 2 background screening will be conducted, reviewed and cleared through the OAG's designee pursuant to personal identifying information provided by the Contractor and/or the person who is the subject of the screening.
4. OAG IT staff members must be in the immediate area of any OAG facilities where Contractor personnel are performing project services if any of those personnel do not have an approved OAG Level 2 background screening and have not completed the CJIS Awareness Training.

26.3 CJIS Security Awareness Training Requirements

CJIS Awareness Training must be successfully completed by all Contractor personnel prior to being allowed to access OAG data. The OAG will provide instructions for the training to the Contractor and each individual employed under the Contract resulting from this ITN.

26.4 Duty to Provide Secure Data

The Contractor will maintain the security of data. This includes, but is not limited to, a secure area around any display of such data or data that is otherwise visible. The Contractor will also comply with all other State and Federal rules and regulations regarding security of information.

26.5 OAG's Ability to Audit Screening Compliance and Inspect Locations

The OAG will have the right to inspect the Contractor's work area and location upon two business days prior written notice to the Contractor to ensure that access to the State data is secure and in compliance with the Contract and all applicable State and Federal rules and regulations.

26.6 Security Breach

If a breach of security occurs due to Contractor negligence or misconduct which allows unauthorized access or exposure of State data, the Contractor agrees to defend, indemnify, and hold harmless the OAG, the State, its officers, directors and employees for any claims, suits or proceedings. In addition, the Contractor will:

1. Include credit monitoring services at its own cost for those individuals affected or potentially affected by a breach of this provision for a two (2) year period of time following the breach.

2. Be responsible for any and all damages to the OAG and any third party who is affected by a breach of this warranty to protect the State data.

THIS SECTION INTENTIONALLY LEFT BLANK

Attachment B – Price / Rate Sheet
Office of the Attorney General
DLA-2019.05

THE ITN WILL BE AWARDED TO THE RESPONSIVE, RESPONSIBLE RESPONDENT THAT OFFERS THE BEST VALUE TO THE OAG FOR THE SI SERVICES.

Levels of pricing will be required for:

1. The software Solutions specifying the license(s) and price and quantity for each license (which includes first year maintenance and support) for a minimum of 1,400 users.
2. Professional Services including staffing levels for software implementation, data conversion, training and associated tasks.
3. Annual maintenance and support of each solution per year, after year one, for the remainder of the initial term of the Contract and renewal years.

SOFTWARE SOLUTIONS, MAINTENANCE & SUPPORT (YEAR ONE)

Additional lines for software modules can be added, if necessary.

Software/Modules	Number of License(s)	Price per License	Total Price
	1,400		\$
	>1,400		\$

PROFESSIONAL SERVICES INCLUDING SI, SOFTWARE IMPLEMENTATION, DATA CONVERSION, TRAINING AND ASSOCIATED TASKS (YEAR ONE ONLY)

Additional lines for staffing levels can be added if necessary.

Position	Type of service provided	Hourly Rate	Number of Hours	Total Cost

TOTAL COST OF SOFTWARE SOLUTIONS AND PROFESSIONAL SERVICES (YEAR ONE TOTAL COST) \$ _____

MAINTENANCE AND SUPPORT

(Software Solution after Year 1, including maintenance, support and upgrades)

Maintenance & Support	Total Cost
Year 2	\$
Year 3	
Year 4	
Year 5	
Maintenance & Support	Total Cost
Renewal Year 1	\$

Renewal Year 2	\$
Renewal Year 3	\$
Renewal Year 4	\$
Renewal Year 5	\$

Attachment C – Business Reference Form
Office of the Attorney General
Business Reference Form
DLA-2019.05

1. _____
Company Name Point of Contact

Address Telephone Number

City/State/Zip Code Email Address

Project Date _____

Description (Scope of Work)

2. _____
Company Name Point of Contact

Address Telephone Number

City/State/Zip Code Email Address

Project Date _____

Description (Scope of Work)

3. _____
Company Name Point of Contact

Address Telephone Number

City/State/Zip Code Email Address

Project Date

Description (Scope of Work)

4. _____
Company Name Point of Contact

Address Telephone Number

City/State/Zip Code Email Address

Project Date

Description (Scope of Work)

5. _____
Company Name Point of Contact

Address Telephone Number

City/State/Zip Code Email Address

Project Date

Description (Scope of Work)

Attachment D – Attestation of No Conflict
Office of the Attorney General
Attestation of No Conflict
DLA-2019.05

As a preamble to this AGREEMENT, the AGENCY and the CONTRACTOR agree to the following:

- A. **CONTRACTOR Defined:** As used in this AGREEMENT the term “CONTRACTOR” is defined as the CONTRACTOR and its current and former parent entities, predecessors, successors, and assigns, including the agents, employees, officers and directors, and independent contractors of the CONTRACTOR, their successors and assigns, to the extent such agents and independent contractors were acting for or on behalf of the CONTRACTOR.

- B. **Motivation for AGREEMENT:** Some of the information to be provided by the AGENCY to the CONTRACTOR may be nonpublic, exempt from Chapter 119, Florida Statutes, confidential or proprietary in nature and the parties wish to herein state their understanding and agreement to the terms under which such information will be provided.

Now, Therefore, for and in consideration of the promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. **Confidential Information.** For purposes of this AGREEMENT, the term “Confidential Information” includes, but it is not limited to, any and all proprietary, confidential or nonpublic formulae, investigative materials, data, drawings, diagrams, plans, lists, documents obtained pursuant to a subpoena, discovery or other legal process, technology, processes, developments, inventions, know-how, operations or business, whether oral or written, which the AGENCY provides to the CONTRACTOR. Without limiting the foregoing, information shall be deemed to be provided by the AGENCY to the extent it is known to or derived by the CONTRACTOR, as herein defined, (a) from any inspection, examination or other review of documents, records, machinery, devices, samples, prototypes, processes or production methods of the AGENCY, (b) from communications with employees, agents or representatives of the AGENCY, (c) during visits to the AGENCY’s premises, or (d) through

disclosure or discovery in any other manner.

2. **Information Not Covered.** The obligations hereunder of nonuse and disclosure shall not apply to the following information, which shall be excluded from the definition of Confidential Information: (a) information which was in the CONTRACTOR's possession in written or other tangible form prior to any disclosure by the AGENCY; (b) information which is in or comes into the public domain through no fault of the CONTRACTOR; (c) information received by the CONTRACTOR from a third party without a restriction and not in violation of any duty of nondisclosure on the part of such third party.
3. **Obligation of Nonuse and Nondisclosure.** The Confidential Information shall be used solely for the purpose of this AGREEMENT. The CONTRACTOR will not otherwise disclose or use the Confidential Information in any of the CONTRACTOR's products or services or exploit the Confidential Information in any way. The CONTRACTOR will not, without the AGENCY's prior written consent, analyze, perform any other qualitative or quantitative analysis, reverse engineer, or in any other manner attempt to discover the contents, compositions, design or makeup of any data received from the AGENCY except as defined in this AGREEMENT and as provided by the AGENCY.
4. **Limiting Access to the Confidentiality Information.** Except as otherwise set forth in this paragraph, the CONTRACTOR shall not disclose the Confidential Information to the CONTRACTOR's affiliates, agents, consultants, advisors or other representatives (collectively "agents") without the prior written consent of the AGENCY. The CONTRACTOR will disclose the Confidential Information to its employees only on a need-to-know basis and the CONTRACTOR will inform such employees of the confidential nature of the Confidential Information and direct them to treat the Confidential Information in accordance with this AGREEMENT.
5. **Duty of Care.** The CONTRACTOR agrees to take all reasonable measures to prevent disclosure of the Confidential Information to others, using at least the same degree as it uses to protect its own confidential, proprietary or trade secret information.
6. **Return of the Confidential Information.** Within (10) ten calendar days of a request by the AGENCY or should either party terminate discussions in connection with the AGREEMENT, the CONTRACTOR will return all of the Confidential Information, in whatever form, including all samples and other tangible things, documents, memoranda, notes and other writings whatsoever prepared by the CONTRACTOR or its agents and all copies thereof, to the

AGENCY.

7. **Confidential Nature of Discussions.** Neither party will disclose the existence, nature or status of the investigations, discussions, or negotiations which take place concerning the AGREEMENT, without the prior written consent of the other party.
8. **Unauthorized Disclosure.** The CONTRACTOR may not, absent a subpoena from a law enforcement entity with jurisdiction over the data or from a court of competent jurisdiction, disclose any of the Confidential Information. The CONTRACTOR agrees to provide the AGENCY with written notice of such subpoena as soon as possible but no later than ten (10) calendar days from the date of service so that the AGENCY may seek appropriate remedies from the Court. Further, the CONTRACTOR agrees not to release or disclose any Confidential Information until the AGENCY has been heard by the Court and the Court has ruled on the matter. The CONTRACTOR agrees to indemnify and hold harmless the State of Florida, Office of the Attorney General, Department of Legal Affairs and all its representatives, employees and agents against any damages, actions, suits or demands whatsoever kind made by or on behalf of any person as a result of the CONTRACTOR disclosing any Confidential Information provided by the AGENCY.
9. **Injunctive Relief.** The CONTRACTOR agrees that (a) because of the unique nature of the Confidential Information, the AGENCY may suffer irreparable harm in the event the CONTRACTOR fails to comply with any of the terms of this AGREEMENT, (b) monetary damages and other remedies at law may not be adequate in the event of such a breach, (c) the AGENCY shall be entitled to injunctive relief from such court or courts as shall have jurisdiction, and (d) such injunctive relief shall be in addition to, and not in lieu of, other remedies available to AGENCY at law or in equity.
10. **Miscellaneous.** This AGREEMENT shall be construed under and governed by the laws of the State of Florida and shall be deemed to have been made and entered into in the state of Florida and venue shall be proper in Leon County Florida. This AGREEMENT supersedes and replaces any and all prior understandings or AGREEMENT between the parties with respect to the subject matter of this AGREEMENT. This AGREEMENT can only be modified by a subsequent, written document, signed by both parties. Waiver of any breach of this AGREEMENT shall not be a waiver of any subsequent breach. If any one or more of the provisions contained in this AGREEMENT shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or lack of enforceability shall not affect

any other provisions of this AGREEMENT, but this AGREEMENT shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein; or if any one or more of the provisions of this AGREEMENT shall for any reason be held to be excessively broad, it shall be construed or modified so as to be enforceable to the extent compatible with the law and the intentions of the parties.

Vendor/Contractor: _____

Title: _____

Address: _____

Name Print: _____

Name Sign: _____

City/State/Zip: _____

Telephone/Fax: _____

Attachment E – Drug-Free Work Place Certification
Office of the Attorney General
DLA-2019.05

Section 287.087, Florida Statutes. Preference to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

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

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

SIGNATURE: _____ **DATE:** _____
PRINTED NAME: _____
REPRESENTING: _____

Attachment F – PUR 1000 (DMS Form)
State of Florida
PUR 1000 (DMS Form)
General Contract Conditions

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

- (a) "Contract" means the legally enforceable agreement that results from a successful solicitation. The parties to the Contract will be the Customer and Contractor.
- (b) "Customer" means the State agency or other entity identified in a contract as the party to receive commodities or contractual services pursuant to a contract or that orders commodities or contractual services via purchase order or other contractual instrument from the Contractor under the Contract. The "Customer" may also be the "Buyer" as defined in the PUR 1001 if it meets the definition of both terms.
- (c) "Product" means any deliverable under the Contract, which may include commodities, services, technology or software.
- (d) "Purchase order" means the form or format a Customer uses to make a purchase under the Contract (e.g., a formal written purchase order, electronic purchase order, procurement card, contract or other authorized means).

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

3. **Product Version.** Purchase orders shall be deemed to reference a manufacturer's most recently release model or version of the product at the time of the order, unless the Customer specifically requests in writing an earlier model or version and the contractor is willing to provide such model or version.

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

- (a) Quantity Discounts. Contractors are urged to offer additional discounts for one time delivery of large single orders. Customers should seek to negotiate additional price concessions on quantity purchases of any products offered under the Contract. State Customers shall document their files accordingly.
 - (b) Best Pricing Offer. During the Contract term, if the Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a product outside the Contract, but upon the same or similar terms of the Contract, then at the discretion of the Customer the price under the Contract shall be immediately reduced to the lower price.
 - (c) Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor shall submit to the Contract Specialist documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to then-authorized prices. Promotional prices shall be available to all Customers. Upon approval, the Contractor shall provide conspicuous notice of the promotion.
 - (d) Trade-In. Customers may trade-in equipment when making purchases from the Contract. A trade-in shall be negotiated between the Customer and the Contractor. Customers are obligated to actively seek current fair market value when trading equipment, and to keep accurate records of the process. For State agencies, it may be necessary to provide documentation to the Department of Financial Services and to the agency property custodian pursuant to Chapter 273, F.S.
 - (e) Equitable Adjustment. The Customer may, in its sole discretion, make an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Contract would result in a substantial loss.
5. **Additional Quantities**. For a period not exceeding ninety (90) days from the date of solicitation award, the Customer reserves the right to acquire additional quantities up to the amount shown on the solicitation but not to exceed the threshold for Category Two at the prices submitted in the response to the solicitation.
6. **Packaging**. Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging shall become and remain Customer's property.
7. **Inspection at Contractor's Site**. The Customer reserves the right to inspect, at any reasonable time with prior notice, the equipment or product or plant or other facilities of a Contractor to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.

8. **Safety Standards.** All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector. Acceptability customarily requires, at a minimum, identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished shall meet all applicable requirements of the Occupational Safety and Health Act and state and federal requirements relating to clean air and water pollution.
9. **Americans with Disabilities Act.** Contractors should identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.
10. **Literature.** Upon request, the Contractor shall furnish literature reasonably related to the product offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.
11. **Transportation and Delivery.** Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination to any point within thirty (30) days after the Customer places an Order. A Contractor, within five (5) days after receiving a purchase order, shall notify the Customer of any potential delivery delays. Evidence of inability or intentional delays shall be cause for Contract cancellation and Contractor suspension.
12. **Installation.** Where installation is required, Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the Contract or purchase order. Contractor's authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.
13. **Risk of Loss.** Matters of inspection and acceptance are addressed in s. 215.422, F.S. Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer shall: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer rejects a product, Contractor shall remove it from the premises within ten days after notification or rejection. Upon

rejection notification, the risk of loss of rejected or non-conforming product shall remain with the Contractor. Rejected product not removed by the Contractor within ten days shall be deemed abandoned by the Contractor, and the Customer shall have the right to dispose of it as its own property. Contractor shall reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

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

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

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

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

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

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

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

the Department or to other Customers.

- 16. Taxes.** The State does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The State will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees' wages. Any exceptions to this paragraph shall be explicitly noted by the Customer in the special contract conditions section of the solicitation or in the Contract or purchase order.
- 17. Governmental Restrictions.** If the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Contract, the Contractor shall immediately notify the Customer in writing, indicating the specific restriction. The Customer reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense to the Customer.
- 18. Lobbying and Integrity.** Customers shall ensure compliance with Section 11.062, FS and Section 216.347, FS. The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Customer's Inspector General, or other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for the longer of (1) three years after the expiration of the Contract or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>). The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.
- 19. Indemnification.** The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Customers, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or a Customer.

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

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

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

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

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

authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract or purchase order. Suspension of work shall not entitle the Contractor to any additional compensation.

- 22. Termination for Convenience.** The Customer, by written notice to the Contractor, may terminate the Contract in whole or in part when the Customer determines in its sole discretion that it is in the State's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.
- 23. Termination for Cause.** The Customer may terminate the Contract if the Contractor fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Customer. The rights and remedies of the Customer in this clause are in addition to any other rights and remedies provided by law or under the Contract.
- 24. Force Majeure, Notice of Delay, and No Damages for Delay.** The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Customer. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Customer determines, in its sole discretion, that the delay will

significantly impair the value of the Contract to the State or to Customers, in which case the Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

- 25. Changes.** The Customer may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. The Customer may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld. If unusual quantity requirements arise, the Customer may solicit separate bids to satisfy them.
- 26. Renewal.** Upon mutual agreement, the Customer and the Contractor may renew the Contract, in whole or in part, for a period that may not exceed 3 years or the term of the contract, whichever period is longer. Any renewal shall specify the renewal price, as set forth in the solicitation response. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.
- 27. Purchase Order Duration.** Purchase orders issued pursuant to a state term or agency contract must be received by the Contractor no later than close of business on the last day of the contract's term to be considered timely. The Contractor is obliged to fill those orders in accordance with the contract's terms and conditions. Purchase orders received by the contractor after close of business on the last day of the state term or agency contract's term shall be considered void.

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

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

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

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

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

- 28. Advertising.** Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the Customer, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the Customer or the State as a reference, or otherwise linking the Contractor's name and either a description of the Contract or the name of the State or the Customer in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.
- 29. Assignment.** The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the Customer. In the event of any assignment, the Contractor remains secondarily liable for performance of the contract, unless the Customer expressly waives such secondary liability. The Customer may assign the Contract with prior written notice to Contractor of its intent to do so.
- 30. Antitrust Assignment.** The Contractor and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida. Therefore, the contractor hereby assigns to the State of Florida any and all claims for such overcharges as to goods, materials or services purchased in connection with the Contract.
- 31. Dispute Resolution.** Any dispute concerning performance of the Contract shall be decided by the Customer's designated contract manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within twenty-one (21) days from the date of receipt, the Contractor files with the Customer a petition for administrative hearing. The Customer's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

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

- 32. Employees, Subcontractors, and Agents.** All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Customer and shall comply with all controlling laws and regulations relevant to the services they are

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

- 33. Security and Confidentiality.** The Contractor shall comply fully with all security procedures of the United States, State of Florida and Customer in performance of the Contract. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Customer. The Contractor shall not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the State's or Customer's confidential information, or material that is otherwise obtainable under State law as a public record. To insure confidentiality, the Contractor shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.
- 34. Contractor Employees, Subcontractors, and Other Agents.** The Customer and the State shall take all actions necessary to ensure that Contractor's employees, subcontractors and other agents are not employees of the State of Florida. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment) from an employer other than the State of Florida.
- 35. Insurance Requirements.** During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor shall provide certificate of insurance. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized or eligible to write policies in Florida.
- 36. Warranty of Authority.** Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.
- 37. Warranty of Ability to Perform.** The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Customer in writing if its ability to perform is compromised in any manner during the term of the Contract.

- 38. Notices.** All notices required under the Contract shall be delivered by certified mail, return receipt requested, by reputable air courier service, or by personal delivery to the agency designee identified in the original solicitation, or as otherwise identified by the Customer. Notices to the Contractor shall be delivered to the person who signs the Contract. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.
- 39. Leases and Installment Purchases.** Prior approval of the Chief Financial Officer (as defined in Section 17.001, F.S.) is required for State agencies to enter into or to extend any lease or installment-purchase agreement in excess of the Category Two amount established by section 287.017 of the Florida Statutes.
- 40. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE).** Section 946.515(2), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles which are the subject of, or required to carry out, the Contract shall be purchased from the corporation identified under Chapter 946 of the Florida Statutes (PRIDE) in the same manner and under the same procedures set forth in section 946.515(2) and (4) of the Florida Statutes; and for purposes of the Contract the person, firm, or other business entity carrying out the provisions of the Contract shall be deemed to be substituted for the agency insofar as dealings with such corporation are concerned." Additional information about PRIDE and the products it offers is available at <http://www.pridefl.com>.
- 41. Products Available from the Blind or Other Handicapped.** Section 413.036(3), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the State agency insofar as dealings with such qualified nonprofit agency are concerned." Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.
- 42. Modification of Terms.** The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Customer and the Contractor. The Contract may only be modified or amended upon mutual written agreement of the Customer and the Contractor. No oral agreements or representations shall be valid or binding upon the Customer or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Customer. The Contractor may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. The Customer's acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

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

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

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

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

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

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

Attachment G – High Level ECM Requirements

#	General Function
1	The solution must provide automated recognition and capture of data fields from OAG forms.
2	The solution must have optical character recognition capabilities.
3	The solution must provide intelligent data capture.
4	The solution must record the location of imaged documents to allow locating physical documents after scanning.
5	The solution must work with any file format, e.g., Word documents, Excel spreadsheets, PDFs, photographs, voice/Wave files, etc.
6	The solution must use unique identifiers to facilitate ease of storing, searching, and retrieving documents.
7	The solution must have a disaster recovery capability.
8	The solution must include the ability to open a document from within existing Case Management Systems.
9	The solution must have the preset ability to convert an existing document into PDF for ease of use with the Electronic Court Filing System.
10	The solution must have the preset ability to create unlimited versions.
11	The solution must be able to integrate with a future OAG COTS, legal case management system solution not yet selected.
12	The solution must have functionality to export/download and import/upload data sets (data, files, folders, documents, etc.). This should be possible from a folder and/or elected files with batch or single item options.
13	The solution must be able to mass import documents into a case and export documents from a case.
14	The solution must be compatible with all leading web-based browsers. (Provide version upgrades.)
15	The solution must have a user friendly full-text search engine and a query-by-example form to facilitate completing document searches.
16	The solution must be able to search by all fields and be able to create reports based on search results.
17	The solution must employ defined data standards (e.g., consistent data schema, data elements, data class, field lengths, data tables, and naming conventions).
18	The solution must provide the preset ability to associate supporting documentation (e.g., scanned documents) with a system record.
19	The solution must be able to support various peripheral devices and hardware. Kofax or Twain must be options for scanning purposes. Other examples, e.g., tablets, all-in-one printers and label printers.
20	The solution must employ a data model that enforces referential integrity.
21	The solution must include tools for configuring the system (e.g., adding functionality, modifying existing functionality, modifying configurable settings).
22	The solution must provide the preset ability to transmit the scanned data through multiple methods (e.g., FTP, webservice).
23	The solution must provide data security with regard to electronic privacy and regulations.

24	The solution must provide approved end users with the appropriate access to modify report queries on-line.
25	The solution must provide the preset ability to search a range of data values.
26	The solution must have the preset ability to import and export data in delimited text files, MS Excel, and other standard data formats.
27	The solution must be capable of searches using Boolean methods across all datasets.
28	The solution must be capable of searching by document types and/or keywords assigned by a business unit such as open cases, preliminary cases, closed cases, and investigations.
29	The solution must include a virtual rescan software option.
30	The solution must store e-Filings. Functions should include, but not be limited by physical office location or other defined keyword and with variable search options.
31	The solution must have the preset ability to complete large volume searches with no degradation in performance or resources.
32	The solution must integrate and/or interface with IBM Notes and other external software solutions, e.g., Microsoft Office products.
33	The solution must retrieve and produce files/documents in native format.
34	The solution must have the preset ability to place holds on documents by keywords.
35	The solution must include the preset ability to highlight and zoom into exhibits.
36	The solution must include OCR/ICR processing to manage handwritten documents when needed.
37	The solution must include deduplication of new and existing (converted) records.

#	Workflow Process
1	The solution must have an electronic workflow.
2	The workflow must provide several layers of approval with or without comments.
3	The workflow must provide an easy-to-use form development tool so the OAG can generate new forms as needs arise.
4	The workflow must update related data in other parts of the system upon the completion of approval process to eliminate rekeying of data.
5	The workflow must provide several standard reports; for example, by user, by status and form submitted.
6	The workflow must provide a history report of forms.
7	The workflow must include configurable workflows to include box tracking (tracking a physical records storage box from delivery to Records thru destruction).
8	Disposition with defined destruction approvals (i.e.: Division Director approval and Records Management Liaison Officer (RMLO) approval).
9	The workflow must include assignment of tasks to internal unit coordinators for assignment and redistribution to staff in their designated section or other internal unit coordinators.
10	The workflow must include the ability to manage routing solutions.
11	The workflow must include the ability to identify documents that are drafts or that have not been shared.

#	Email Storage/Ingestion & Notifications
1	The solution must utilize links within emails.
2	The solution must search multiple different email locations and have the ability to combine the different email locations in one central location.
3	The solution must capture data by scanning, from email attachments, etc.
4	The solution must ingest emails as a standard regular function that can be easily managed with configuration.
5	The solution must integrate with email, including automated routing based on keywords, sender/recipient.
6	The solution must process email notifications when expiration approaches or is overdue.
7	The solution must process email notifications when documents are deleted.
8	The solution must process email notifications on retention rules, deadlines, expirations, and deletions.
9	The solution must process email notifications regarding archiving changes.

#	Barcode
1	The solution must provide for barcode generation, usage and processing.
2	The solution must track every expandable file folder and document inserted therein via barcoding, which will provide the current location of the file, previous locations, and comments about the contents of the file.
3	The solution must print labels with barcodes.

#	Data Conversion
1	The solution must include conversion of -data currently stored in the SIRE software program database to the proposed solution.
2	The solution must provide quality control of converted data to ensure the converted data can be processed and utilized to meet all the solution requirements outlined in the requirement set.
3	The solution must maintain prior SIRE indexes and prior tags after conversion.
4	The solution must include conversion of documents currently stored in IBM Notes databases as documents or attachments.

#	Reporting & Statistics
1	The solution must allow the capture of statistical information at each processing stage to support statistical analysis and system/usage performance.
2	The solution must generate reports based on report specific user-defined parameters.
3	The solution must include the option to create system intake reports, such as the number of scans or documents quality controlled by the user.
4	The solution must include ad-hoc reporting capability.
5	The solution must include standard report configuration and save capabilities.
6	The solution must generate summaries of: content; size; and related items.
7	The solution must generate audit trails, automatically and manually.
8	The solution must include the preset ability to configure audit trail process.

#	Security & Storage
1	The solution must provide secure access to retrieve reports.
2	The solution must provide Extranet/Portal capabilities for purposes of sharing documents on a secured basis with non-users, e.g., outside experts, and outside counsel.
3	The solution must have the preset ability to copy and move documents from one library or cabinet to another across separate organizational divisions within proper security controls and tracking.
4	The solution must support the latest encryption standards for the transmission of data.
5	The solution must be compatible with Microsoft SQL databases.
6	The solution must identify users by User ID.
7	The solution must limit a user's access to reports based on the user's security profile.
8	The solution must have access controls.
9	The solution must retain the appropriate security so that all data stored or accessed through the solution belongs to the OAG.
10	The solution must provide each organizational division within the OAG with its own secure area.
11	The solution must provide for secure transmission (incoming and outgoing) of files (documents, pictures, audios, videos, etc.) that can handle large data files, have access controls, and generate complete activity logs.
12	The solution must provide user security and screen level access integrated with Active Directory.
13	The solution must provide access by defined role to search all internal comment fields in keeping with public records requirements.
14	The solution must be searchable enterprise-wide, regardless of file type to include but not limited to: create date; modification date; author; keywords, based on defined roles.
15	The solution must store documents/materials with standardized indexes (includes audio, video, and others).
16	The solution must not have size limitations for document/item storage and transfer.
17	The solution must include complete management of video/audio file storage, usage, searching and indexing, considering size, type, and format.

#	Performance & Performance Monitoring
1	The solution must provide a mechanism for recording and viewing system errors and warnings.
2	The solution must provide a mechanism to notify the system administrator when definable performance and storage thresholds are exceeded.
3	The solution must allow for maintenance and support activities to be carried out while the application and supporting systems are running, active and online (i.e., "hot" backup procedures).
4	The solution must provide reporting on interface transmissions (e.g., total number of records loaded, date of interface transmission, amount of time to execute the interface transmission, errors, and failures).
5	The solution must include tools for monitoring and reporting capacity and performance for all system components.

#	State Requirements/Guidelines
1	The solution must provide records management tools, such as dead file system, along with the ability to configure archival retention capabilities.
2	The solution must be configured so that it supports and is compliant with the Florida Department of State's Electronic Records and Records Management Practices.

#	Training & Support
1	Respondent must provide Help Desk support.
2	Respondent must provide options for training onsite or online to include various roles such as; standard end user, administrative, and system administration.