

**DEPARTMENT OF FINANCIAL SERVICES
1920-26 RFQ Florida PALM
REQUEST FOR QUOTES**

1) Purpose:

The Department of Financial Services (Department), an agency of the state of Florida, issues this Request for Quotes (RFQ) to solicit quotes (Responses) from vendors (Respondents) who are eligible and able to provide the services specified in Attachment 2, Statement of Work (SOW), under the State Term Contract (STC) 80101507-SA-15-1, Information Technology (IT) Staff Augmentation Services.

2) Objectives:

The Department needs an experienced data architect, who specializes in data conversion (Data Conversion Specialist), for the Department's Florida Planning, Accounting, and Ledger Management (Florida PALM) Project (Project), located at 1650 Summit Lake Drive, Suite 200, Tallahassee, FL, 32317. This RFQ is for the acquisition of one (1) **Data Architect, Job Number 1410, Intermediate and Advanced Variants**, to support the Project's Systems and Data Strategy (SDS) Track. The Data Conversion Specialist shall serve the Project full-time, working a 40-hour work week. The Department's SDS Track Manager will provide day-to-day directions for the Data Conversion Specialist.

3) RFQ Overview:

The Department releases this RFQ to procure staff augmentation services using the above-referenced STC. The Department may select one (1) qualified candidate from one (1) qualified Respondent. To be a qualified Respondent, the Respondent must possess all licenses, permits, qualifications, insurance, and approvals legally required to perform the services requested in this RFQ. The Department will evaluate Responses for compliance with the SOW and STC. If the Department deems it necessary, interviews may be conducted as part of the review process. If interviews are conducted, candidates that are located outside of the Tallahassee, Florida, area may be interviewed initially via Skype video; however, a face-to-face interview is required prior to final selection of the Respondent that will be awarded the contract. The selected Respondent will enter into a contract with the Department through a Purchase Order (PO) completed in MyFloridaMarketPlace (MFMP). Prior to issuance of the PO, the selected Respondent must be registered with the Florida Department of State, Division of Corporations, or provide its legal basis for its exemption in writing. The Respondent must use its exact legal name, which must also match the name under which it is registered with the Florida Department of State, or if it is exempt from Florida registration, the name under which it is registered in its state of organization, if applicable.

4) Resulting PO:

The PO will incorporate: the STC; the MFMP Terms and Conditions, which are available at http://www.dms.myflorida.com/content/download/117735/646919/Purchase_Order_Terms_Sept_1,_2015_.pdf; Attachment 1, Standard Terms and Conditions Applicable to Purchase Orders; Attachment 2, SOW; Attachment 3, Cost Response; Attachment 4, Resumes/References; Attachment 5, Skills Matrix; Attachment 6, Request for Review and Determination Relative to Work Performed Outside of the Department of Financial Services; Addendum A, Public Records Requirements; Addendum B, Data Security Requirements; STC Exhibit B, Resume Self-Certification Form; STC Exhibit C, Contractor Selection Justification Form; and the relevant portions of the selected Respondent's Response.

5) Submission of Responses:

- a) MFMP Sourcing. Responses must be submitted electronically through MFMP Sourcing.

b) **Timeline:** The Department assumes no responsibility for missing or delayed Responses. This RFQ is not subject to the notice or challenge provisions of section 120.57(3), Florida Statutes (F.S.). The following due dates and times apply to this RFQ:

<u>EVENT</u>	<u>DUE DATE</u>	<u>LOCATION</u>
Issue RFQ	12/18/2019	MFMP Sourcing
Submission of Written Questions	Must be received by the Department no later than 3:00 p.m. E.T. on 1/3/2020	Submit through MFMP Sourcing.
Answers to Submitted Questions (Anticipated Date)	1/10/2020	Posted in MFMP Sourcing.
Responses Due	Must be received by the Department no later than 3:00 p.m. E.T. on 1/20/2020	Submit through MFMP Sourcing.
Interviews Conducted (if necessary)	If necessary, the Department will schedule and conduct interviews between 1/21/2020 and 1/31/2020	TBD
Anticipated Award Date	2/5/2020	Selection made through MFMP Sourcing.
Anticipated Start Date	2/10/2020 – 2/17/2020	

c) **Confidential Response Designation and Redaction Requirements:** If the Respondent considers any portion of its Response to be: 1) Confidential Information (which is defined as “confidential and not subject to disclosure pursuant to chapter 119, F.S., the Florida Constitution, or other authority”); or 2) exempt from disclosure under chapter 119, F.S., or other authority (Public Records Law), then the Respondent must simultaneously provide the Department with an unredacted version of the materials and a separate redacted copy of the materials. The Respondent must briefly describe in writing the grounds for claiming exemption from disclosure under chapter 119, F.S., the Florida Constitution, or other authority, including the specific statutory citation for such exemption. If providing both a redacted and unredacted version, the Respondent must mark the unredacted version as “Unredacted Version – Contains Confidential Information” and place such information in an encrypted electronic form or a sealed separate envelope.

The redacted copy will be used to fulfill public records and other disclosure requests and will be posted on the Florida Accountability Contract Tracking System (FACTS) website. In addition, the Department will follow the procedures identified in Addendum A, Public Records Requirements, if the Department receives a further request for confidential information or exempt material that has been clearly identified as such in writing by the Respondent.

By submitting a Response, the Respondent agrees to protect, defend, and indemnify the Department for all claims arising from or relating to the Respondent’s determination that the redacted portions of its Response are Confidential Information or otherwise not subject to disclosure. If the Respondent fails to submit a redacted copy of its Response, the Department is authorized to produce the entire unredacted Response submitted to the Department to answer a public records request.

If the Respondent is submitting a redacted version of its Response, it must mark the redacted copy with the Respondent’s name, the RFQ number, and the words “Redacted Copy.” The redacted copy should only redact those portions of material for which the Respondent can legally support a claim that the information is Confidential Information or exempt from disclosure pursuant to Public Records Law. An entire Response should not be redacted. An entire page or paragraph which contains Confidential Information or exempt

material should not be redacted unless the entire page or paragraph is wholly Confidential Information or exempt from disclosure pursuant to Public Records Law. In the redacted copy, the Respondent must redact and maintain in confidence any materials the Department provides or seeks regarding security of a proposed technology system or information subject to sections 119.011(14), 119.071(1)(f), and 119.071(3), F.S.

6) Content of Responses:

Responses may include proposals for a maximum of three (3) candidates and must include:

a) Transmittal letter. This letter must:

1. State the Respondent's full legal name;
2. Indicate whether the Respondent is a business entity incorporated in Florida, a foreign entity registered to do business in Florida, or a foreign entity claiming exemption to the registration requirements under section 607.1501(2), F.S.;
3. Certify the Respondent's agreement with the terms of the STC and this RFQ, including all of its attachments;
4. Indicate the length of time the Response is valid, which must be no less than 180 days;
5. If the Respondent is a certified minority business enterprise, as set forth in section 287.0943, F.S., include a certification to that effect for the Department's use in applying the preference described below (if the Department discovers that this certification is false after award, the Department reserves the right to terminate the PO and hold the Respondent liable for costs associated with obtaining a replacement vendor); and
6. Describe the Respondent's approach to delivering high-quality service to the Project.

b) Candidate Information. Provide the following information for each candidate (maximum of three (3) candidates):

1. The full, legal name of the candidate;
2. A description of the candidate's experience with data architecture, data conversion, and enterprise resource planning;
3. A list of applicable certifications (i.e., number, effective date, expiration date);
4. Start Date and length of availability;
5. A detailed explanation of why this candidate is the best match for this position and the Project;
6. An explanation of what qualifies the candidate to provide the services described in Section 5 of the SOW;
7. Confirmation that the candidate will be dedicated to the Project full-time (40 hours per week);
8. Confirmation that the candidate will be available to perform services on site during the normal business hours of 8:00 AM to 5:00 PM ET, Monday through Friday (flexible schedules may be considered, but must be approved by the Department's SDS Track Manager);
9. One of the following statements: "The candidate will be or anticipates being otherwise employed during the term of the PO." or "The candidate does not anticipate being otherwise employed during the term of the PO." (Attachment 6, Request for Review and Determination Relative to Work Performed Outside of the Department of Financial Services, will become a part of the PO but is not required to be submitted with the Response. This attachment must be completed by the selected Respondent for each selected candidate who will be or anticipates being otherwise employed during the term of the PO.);
10. The STC's Exhibit B, Resume Self-Certification Form, completed by the candidate; and
11. A description of the candidate's experience in executing knowledge transfer, including approach, execution, and confirmation of completion

c) Completed Attachment 3, Cost Response. The Cost Response must:

1. Specify the job family, job number, job title, and scope variant, as applicable;

2. Contain the hourly rate for the initial PO period, for each candidate proposed, not to exceed the Respondent's STC ceiling rates for the job number in Section 1, Purpose, above; and
3. Contain the hourly rate for the renewal period, for each candidate proposed, not to exceed the Respondent's STC ceiling rates for the job number in Section 1, Purpose, above.

d) Completed Attachment 4, Resume/References. The Resume/References must:

1. Include a detailed and accurate resume of the proposed candidate's experience and qualifications (limited to three (3) pages per candidate);
2. Include three (3) references for each candidate being proposed that are from clients for whom the candidate completed projects similar to the services requested in this RFQ (no page limit); and
3. Include the STC Exhibit B, Candidate Resume Self-Certification Form, for the candidate offered to perform the work described in Section 5 of the SOW.

Resumes and references will not become part of the PO. The Department reserves the right to contact references or previous employers.

e) Completed Attachment 5, Skills Matrix. The Skills Matrix must:

1. Be completed based upon the candidate's skills as they relate to his or her qualifications to perform the services requested in this RFQ; and
2. Be completed in its entirety.

Note: The Department will not consider a Response if the candidate doesn't meet all of the required (minimum) skills or if the Skills Matrix is not completed in its entirety.

f) Transition Plan. The Transition Plan must include:

1. A statement certifying that, in the event the PO expires or terminates for any reason, the Contractor agrees to cooperate in the transition of activities to the SDS Team or successor contractor using Project processes;
2. A description of the mechanism for the transfer of activities back to the SDS Team or successor contractor upon PO expiration or termination; and
3. A description of the plan for the transfer of data, software, software licenses, and other Project artifacts upon PO expiration or termination.

g) Respondent's signed STC. A copy of the Respondent's signed STC with the State of Florida, Department of Management Services (DMS).

7) Certified Minority Business Enterprise Preference.

Pursuant to section 287.057(11), F.S., if the Department receives two (2) equal Responses to this RFQ and one (1) is from a certified minority business enterprise, the Department will enter into a PO with the certified minority business enterprise.

8) Proof of Required Insurance. (This provision applies only to the selected Respondent.)

Per the requirements of Section 9.c., Verification of Insurance, in Attachment 1, Standard Terms and Conditions Applicable to Purchase Orders, upon selection, the selected Respondent must provide the Department written verification of the existence and amount for each type of applicable insurance coverage required.

DEPARTMENT OF FINANCIAL SERVICES
Standard Terms and Conditions
(Applicable to Purchase Orders)

ATTACHMENT 1

1. Entire PO.

This Purchase Order (PO), including any Attachments and Addenda referred to herein and attached hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any pre-printed PO terms and conditions included on Contractor's forms or invoices will be null and void. This PO is intended to supplement and clarify the MyFloridaMarketPlace (MFMP) Purchase Order Terms and Conditions available at http://www.dms.myflorida.com/content/download/117735/646919/Purchase_Order_Terms_Sept_1_2015.pdf.

2. PO Administration.

- a. Order of Precedence. If there are conflicting provisions between the documents that make up the PO, the order of precedence for the documents is as follows:
- i) State Term Contract, if applicable
 - ii) Attachment 2, Statement of Work
 - iii) The PO
 - iv) If any, attachments other than Attachment 1, Standard Terms and Conditions, and Attachment 2, Statement of Work, in numerical order
 - v) Attachment 1, Standard Terms and Conditions
 - vi) The Addenda, in alphabetical order
 - vii) MFMP Purchase Order Terms and Conditions
 - viii) The Alternate Contract Source as approved by the Department of Management Services, if applicable
 - ix) Contractor's Response

Notwithstanding the foregoing, the terms most favorable to the Department of Financial Services (Department) will prevail if there is any discrepancy between: 1) the State Term Contract (if applicable) and any other attachment; or 2) Attachment 2, Statement of Work, and any incorporated portions of the Contractor's Response.

- b. Approvals. All written and verbal approvals referenced in this PO must be obtained from the parties' Contract Managers, as designated in the PO, or their designees, if designated in writing.
- c. Notices. The contact information provided on the PO or in accordance with Section 2.d., below, must be used by the parties for all communications under this PO. Where the term "written notice" is used to specify a notice requirement herein, said notice will be deemed to have been given (i) when personally delivered; (ii) when transmitted via facsimile (with confirmation of receipt) or email (with confirmation of receipt), provided the sender on the same day sends a confirming copy of such notice by a recognized overnight delivery service (charges prepaid); (iii) the day following the day (except if not a Business Day then the next Business Day) on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) shall be deemed received on the date actually received except where there is a date of the certification of receipt.
- d. Contract Managers. In the event that different Contract Managers are designated by either party after execution of this PO, notice of the name and contact information of the new Contract Manager shall be submitted in writing (which, notwithstanding Section 2.c., above, may be provided by either mail or e-mail) to the other party and maintained in the respective parties' PO records. Designation of a new Contract Manager will not require a formal amendment to the PO.
- e. Amendments. This PO may be amended only by agreement between the parties as evidenced by a change order.

3. Deliverables.

The Contractor agrees to render the services or other units of deliverables, which may be comprised of tasks or activities, as set forth in Attachment 2, Statement of Work. The services or other units of deliverables specified in the PO shall be delivered in accordance with the schedule and at the pricing outlined in the PO, Attachment 2, Statement of Work, and, where applicable, the State Term Contract.

4. Performance Measures.

The Contractor warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in Attachment 2, Statement of Work; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) any person or entity, whether an agent or independent contractor, that performs work on the PO for the Contractor (Contractor Representative) will comply with any security requirements and processes as provided by the Department, or provided by the Department's customer, for work done at the Department or other locations. The Department reserves the right to investigate or inspect at any time whether the services or qualifications offered by the Contractor meet the PO requirements. Notwithstanding any provisions to the contrary, written acceptance of a particular deliverable/minimum requirement does not foreclose the Department's remedies in the event those performance standards that cannot be readily measured at the time of delivery are not met.

5. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by the Department's Contract Manager before payment, unless advanced payment or partial payment has been authorized in accordance with section 215.422, Florida Statutes (F.S.). The Department will have fifteen (15) calendar days to inspect and approve the deliverables after receipt.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables outlined in Attachment 2, Statement of Work, as incomplete, inadequate, or unacceptable due in whole or in part to the Contractor's lack of satisfactory performance under the terms of this PO. If the Department's Contract Manager does not accept a deliverable within fifteen (15) days, the deliverable will be deemed rejected. Failure to use the appropriate technical requirements or complete all tasks, duties, or activities as identified in Attachment 2, Statement of Work, will result in rejection of the deliverable and associated invoice. The Department, at its option, may allow additional time within which the Contractor may remedy the objections noted by the Department before the Department issues a notice of default. If the Department's Contract Manager allows additional time for the Contractor to correct a rejected deliverable, the Contractor shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time or, if a time certain is specified, within the additional time allotted. All work done to correct a rejected deliverable will be done at the Contractor's expense.
- c. Status Reports. If status reports are required as part of the PO, the Contractor shall timely submit status reports: showing each task, activity, or deliverable worked on; attesting to the level of services provided; listing the hours spent on each task, activity, or deliverable; and listing any upcoming tasks, activities, or deliverables.
- d. Completion Criteria and Date. The PO will be considered complete once all of the deliverables under the PO have been provided and accepted. The final date for completion of the PO must not exceed the PO duration, including any executed change orders, renewals or extensions issued under the PO.

6. Financial Consequences for Nonperformance.

Withholding Payment. In addition to the specific financial consequences explained in Attachment 2, Statement of Work, the state of Florida (State) reserves the right to withhold payment when the Contractor has failed to perform or comply with provisions of this PO. These consequences for nonperformance are not to be considered penalties.

7. Dispute Resolution.

The Contractor is obligated to address any cost-related issues with the Department for which the Contractor believes the State is liable and address all costs of every type to which the Contractor is entitled from the occurrence of the claimed event. The Contractor cannot seek a claim under this PO for an increase in

payment. Any claim, counterclaim, or dispute between the Department and the Contractor relating to this PO will be resolved as set forth herein.

- a. Initial Resolution Process. For all claims, the party with the dispute shall submit an affidavit to the other party that is executed by that party's Contract Manager, or designee, certifying that:
 - i. The claim is made in good faith;
 - ii. The claim accurately reflects the adjustments for performance; and
 - iii. The supporting data provided with such an affidavit are current and complete to the Contract Manager's, or designee's, best knowledge and belief.

The party receiving notice of the dispute must respond to the disputing party, in writing, proposing a resolution to the dispute.

- b. Informal Resolution Process. If the parties are unable to resolve any disputes through the initial resolution process, the parties shall meet with the Department's Chief Financial Officer (CFO), or designee, for the purpose of attempting to resolve such dispute without the need for formal legal proceedings, as follows:
 - i. The representatives of the Contractor and the Department shall meet as often as the parties reasonably deem necessary in order to gather and furnish to each other all information with respect to the matter at issue which the parties believe to be appropriate and germane in connection with its resolution. The representatives shall discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any formal proceeding.
 - ii. During the course of negotiations, all reasonable requests made by one party to another for non-privileged information reasonably related to this PO will be honored in order that each of the parties may be fully advised of the other's position.
 - iii. The specific format for the discussions will be left to the discretion of the designated Department's and the Contractor's representatives but may include the preparation of agreed upon statements of fact or written statements of position.
 - iv. Following the completion of this process, the CFO, or designee, shall issue a written opinion regarding the issue(s) in dispute. The opinion regarding the dispute will be considered the Department's final action.

- c. Continued Performance. Each party agrees to continue performing its obligations under this PO while a dispute is being resolved except to the extent the issue in dispute precludes performance (dispute with the Department over compensation will not be deemed to preclude performance) and without limiting either party's right to terminate this PO for convenience or default.

8. Payment.

- a. Taxes. The Department is exempted from payment of State sales and use taxes and Federal Excise Tax. The Contractor, however, will not be exempted from paying State sales and use taxes to the appropriate governmental agencies or for payment by the Contractor to suppliers for taxes on materials used to fulfill its contractual obligations with the Department. The Contractor shall not use the Department's exemption number in securing such materials. The Contractor shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this PO. The Contractor shall provide the Department its taxpayer identification number upon request.
- b. Interim Payments. Interim payments may be made by the Department at its discretion under extenuating circumstances if the completion of services and other units of deliverables to date have first been accepted in writing by the Department's Contract Manager.

9. Insurance.

- a. Required Coverage. At all times during the duration of the PO, the Contractor, at its sole expense, and its subcontractors, if any, shall maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with the PO. 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 PO. All insurance policies must either be through insurers licensed and authorized to write policies in the State or through a self-insurance program established and operating under the laws of

the State. Unless specifically exempted in Attachment 2, Statement of Work, the following are the minimum insurance requirements applicable to this PO:

- i. **Commercial General Liability Insurance.**
By execution of this PO, unless the Contractor is a state agency or subdivision as defined by section 768.28(2), F.S., the Contractor shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the PO. The Department and its employees and officers must be named as an additional insured on any general liability policies.
 - ii. **Workers' Compensation and Employer's Liability Coverage.**
The Contractor shall provide workers' compensation, in accordance with chapter 440, F.S., and employer's liability insurance with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies must cover all employees engaged in any PO work.
 - iii. **Other Insurance.**
At all times during the PO, the Contractor shall maintain any other insurance as required in Attachment 2, Statement of Work.
- b. **Deductibles.** The Department is exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor or subcontractor providing such insurance.
 - c. **Verification of Insurance.** Upon execution of the PO, the Contractor shall provide to the Department written verification of the existence and amount for each type of applicable insurance coverage. Upon receipt of written request from the Department, the Contractor shall furnish to the Department proof of applicable insurance coverage by standard form certificates of insurance.
 - d. **Failure to Maintain Coverage.** In the event that any applicable coverage is cancelled by the insurer for any reason, the Contractor shall immediately notify the Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within fifteen (15) business days after the cancellation of coverage.

10. Public Records.

The Contractor shall comply with all applicable public records requirements outlined in Addendum A, Public Record Requirements, which is hereby incorporated by reference. Any reference in Addendum A, Public Records Requirements, to "Contract" will be read as "Purchase Order."

11. Termination.

- a. **Contractor Obligations upon Notice of Termination.** After receipt of a notice of termination or partial termination, the Contractor shall stop performing Services on the date, and to the extent specified, in the notice. The Contractor shall accept no further work or new services related to the affected deliverables, and shall, as soon as practicable, but in no event longer than thirty (30) calendar days after termination, terminate any orders and/or subcontracts related to the terminated deliverables and settle all outstanding liabilities and all claims arising out of such termination of orders and/or subcontracts, with the approval or ratification of the Department to the extent required, which approval or ratification shall be final for the purpose of this section. The Contractor shall submit to the Department within ninety (90) calendar days of termination a request for payment of completed services. Requests submitted later than ninety (90) calendar days after termination will not be honored and will be returned unpaid. The Contractor shall professionally service to conclusion, in accordance with the requirements of the PO, all Services for which the Department has paid prior to the termination date of this PO. Should the Contractor fail to perform all Services under the PO, the Contractor shall be liable to the Department for any fees or expenses that the Department may incur in securing a substitute provider to assume completion of those Services.
- b. **Contractor Obligations after Termination.** If at any time the PO is canceled, terminated, or expires, and a PO is subsequently executed with a provider other than the Contractor, the Contractor has the affirmative obligation to assist in the smooth transition of PO Services to the subsequent contractor in

accordance with Exit Transition requirements in Section 27, below, and Attachment 2, Statement of Work, if expressed therein.

12. Notice of Default.

If the Contractor defaults in the performance of any covenant or obligation contained in the PO, including, without limitation, any of the events of default listed below, the Department shall provide notice to the Contractor and an opportunity to cure that is reasonable under the circumstances. This notice will state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that the Department may terminate the PO effective as of the date of receipt of the default notice unless the Contractor cures the default within the specified cure period.

13. Events of Default.

Provided such failure is not the fault of the Department or outside the reasonable control of the Contractor, the following non-exclusive list of events, acts, or omissions, constitutes events of default:

- a. The commitment of any material breach of this PO by the Contractor, including failure to timely deliver a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the PO;
- b. Failure to maintain adequate progress, thus endangering performance of the PO;
- c. Failure to honor any material term of the PO;
- d. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Contractor by the State or other licensing authority;
- e. Failure to pay any and all entities, individuals, and the like furnishing labor or materials, or failure to make payment to any other entities as required herein in connection with the PO;
- f. Employment of an unauthorized alien in the performance of the work, in violation of section 274 (A) of the Immigration and Nationality Act;
- g. One or more of the following circumstances, uncorrected for more than thirty (30) calendar days unless within the specified thirty (30) day period, the Contractor (or, if applicable, its receiver or trustee in bankruptcy) provides to the Department adequate assurances, reasonably acceptable to the Department, of its continuing ability and willingness to fulfill its obligations under the PO:
 - i) Entry of an order for relief under Title 11 of the United States Code;
 - ii) To the extent permitted by State law, the making by the Contractor of a general assignment for the benefit of creditors;
 - iii) The appointment of a general receiver or trustee in bankruptcy of the Contractor's business or property; or
 - iv) An action by the Contractor under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.
- h. The commitment of an intentional material misrepresentation or omission in any materials provided to the Department;
- i. Failure to comply with the E-Verify requirements of this PO; and
- j. Failure to maintain the insurance required by this PO.

14. Limitation of Liability.

The Department's liability for any claim arising from this PO is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the PO. Such liability is further limited to a cap of \$100,000.

15. Remedies.

Nothing in this PO will be construed to make the Contractor liable for force majeure events. Nothing in this PO, including financial consequences for non-performance shall limit the Department's right to pursue its remedies for other types of damages under the PO, at law, or in equity. The Department 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 it. The Department may set off any liability or other obligation of the Contractor or its affiliates to the Department against any payments due the Contractor under any contract or purchase order with the State.

16. Intellectual Property.

- a. In accordance with State law, the Contractor shall not assert any rights to: 1) intellectual property created or otherwise developed specifically for the Department under this PO or any prior agreement between the parties (which includes any deliverables); 2) intellectual property furnished by the Department; and 3) any data collected or created for the Department. The Contractor shall perfect the transfer of any such property or data to the Department upon completion, termination, or cancellation of the PO and prior to payment of the final invoice. Any data provided must be in a format designated by the Department.
- b. If the Department or the State has authority to assert an intellectual property right in any of the property or data, the Contractor shall assist, if necessary, in the assertion of such right.
- c. Notwithstanding the foregoing, and unless otherwise specified in Attachment 2, Statement of Work, the Contractor's intellectual property rights that preexist this PO will remain with the Contractor.
- d. If the Contractor fails to provide, or no longer can provide, a deliverable or service under the PO that contains or otherwise utilizes intellectual property controlled by the Contractor, the Contractor shall grant the Department a royalty-free, paid-up, nonexclusive, perpetual license to use, modify, reproduce, distribute, publish, or release to others such Contractor-controlled intellectual property solely for use in connection with the deliverables or services under the PO.

17. Ownership of Property.

Title to all property furnished by the Department under this PO and deliverables provided to the Department shall remain property of the Department or become property of the Department upon receipt and acceptance. The Contractor shall perfect any transfer of the property to the Department upon completion, termination, or cancellation of the PO prior to payment of the final invoice.

18. Nonexclusive PO.

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

19. Data.

- a. Data Centers. The Contractor shall only use data centers located in the United States when processing and storing State data under this PO.
- b. Requirements of Section 501.171, F.S. If the Department shares data that is covered by section 501.171, F.S., with the Contractor in the process of fulfilling this PO, the Contractor is responsible for fulfilling the requirements placed on the Department by section 501.171, F.S., at the Contractor's expense, in the event that the Contractor is responsible for a breach of this data. Notwithstanding any limitations on liability addressed in the Contract, if the Contractor fails to fulfill the requirements placed on the Department by section 501.171, F.S., the Contractor shall reimburse the Department for any and all costs incurred in fulfilling such requirements.

20. Claims for Damages.

Jurisdiction for any damages arising under the terms of the PO will be in the courts of the State, and venue will be in the Second Judicial Circuit in and for Leon County. Both parties waive their right to a jury trial. Except as otherwise provided by law, the parties agree to be responsible for their own attorney's fees incurred in connection with disputes arising under the terms of this PO.

21. Subcontracting.

- a. Qualifications. All Contractor Representatives must be properly trained technicians who meet or exceed any specified training qualifications. Upon request, the Contractor shall furnish a copy of technical certification or other proof of qualification.
- b. Consent. Unless otherwise specified in Attachment 2, Statement of Work, all services contracted for are to be performed solely by the Contractor and may not be subcontracted or assigned without the prior written consent of the Department.
- c. Replacement. The Department may, for cause, require the replacement of any Contractor Representative. For cause, includes, but is not limited to, technical or training qualifications, quality of

work, change in security status, or non-compliance with an applicable Department policy or other requirement.

- d. Access. The Department may, for cause, deny access to the Department's secure information or any facility by any Contractor Representative.
- e. Continuing Obligation. The Department's actions under paragraphs c. or d. will not relieve the Contractor of its obligation to perform all work in compliance with the PO.
- f. Meetings. The Department will not deny Contractor Representatives access to meetings within the Department's facilities, unless the basis of the Department's denial is safety or security considerations.

22. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this PO, including without limitation, the obligations regarding confidentiality, proprietary interests, records retention, and public records, will survive termination, cancellation or expiration of this PO.

23. Third Parties.

The Department shall not be deemed to assume any liability for the acts, omissions to act, or negligence of the Contractor or Contractor Representatives, nor shall the Contractor disclaim its own negligence to the Department or any third party. This PO does not and is not intended to confer any rights or remedies upon any person other than the parties. If the Department consents to a subcontract, the Contractor will specifically state in the subcontract that this PO does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this PO.

24. Use of State Funds to Purchase or Improve Real Property.

Any State funds provided for the purchase of or improvements to real property are contingent upon the Contractor granting to the State a security interest in the property in the amount of State funds provided for five (5) years from the date of purchase or the completion of the improvements or as further required by law.

25. Compliance with Federal, State, and Local Laws.

- a. Regulations. The Contractor and all Contractor Representatives shall comply with all federal, State, and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements.
- b. Choice of Law. This PO will be governed by and construed in accordance with the laws of the State.
- c. Rehabilitation Act. If applicable, the Contractor shall ensure that, as to its products and services it develops for the Department, electronic and information technology accessibility requirements of the Rehabilitation Act Amendments, 29 USC section 794 are met. Section 508 of the Rehabilitation Act Amendments, 29 USC section 794, compliance information on the supplies and services in this PO are available on a website indicated by the Contractor. The Electronic and Information Technology standard can be found at: <http://www.section508.gov/>.
- d. Scrutinized Companies. The following paragraph applies regardless of the dollar value of the goods or services provided:

By entering into this PO, in accordance with the requirements of section 287.135(5), F.S., the Contractor certifies that it is not participating in a boycott of Israel. At the Department's option, the PO may be terminated if the Contractor is placed on the Quarterly List of Scrutinized Companies that Boycott Israel (referred to in statute as the "Scrutinized Companies that Boycott Israel List") or becomes engaged in a boycott of Israel.

The State Board of Administration maintains the "Quarterly List of Scrutinized Companies that Boycott Israel" at the following link: <https://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/GlobalGovernanceMandates.aspx>.

The following paragraph applies only when the goods or services to be provided are \$1 million or more:

By entering into this PO, in accordance with the requirements of section 287.135, F.S., the Contractor certifies that it is not on the Scrutinized List of Prohibited Companies (referred to in statute as the "Scrutinized Companies with Activities in Sudan List" and the "Scrutinized

Companies with Activities in the Iran Petroleum Energy Sector List”) and, to the extent that it is not preempted by Federal law, that it has not been engaged in business operations in Cuba or Syria. At the Department’s option, the PO may be terminated if such certification (or the certification regarding a boycott of Israel) is false, if the Contractor is placed on the Scrutinized List of Prohibited Companies, or, to the extent not preempted by Federal law, if the Contractor engages in business operations in Cuba or Syria.

The State Board of Administration maintains the “Scrutinized List of Prohibited Companies” under the quarterly reports section at the following link: <https://www.sbafla.com/fsb/PerformanceReports.aspx>.

26. Advertising.

Subject to chapter 119, F.S., the Contractor shall not publicly disseminate any information concerning the PO without prior written approval from the Department, including, but not limited to, mentioning the PO in a press release or other promotional material, identifying the Department or the State as a reference, or otherwise linking the Contractor’s name and either a description of the PO or the name of the Department or the State in any material published, either in print or electronically, to any entity that is not a party to PO, except potential or actual authorized distributors, dealers, resellers, or service representatives.

27. Exit Transition Services.

If not otherwise addressed in Attachment 2, Statement of Work, the Contractor has the affirmative obligation to provide to the Department, or its designee, all reasonable services necessary for the transfer of knowledge regarding the services and deliverables provided under the PO (Exit Transition Services) to facilitate the orderly transfer of such services to the Department or its designee. If Exit Transition Services are necessary, such services may continue for up to six (6) months after termination, expiration, or cancellation of the PO, at no cost to the Department.

28. Indemnification.

No provision in the PO shall be construed to: 1) require the Department to hold harmless or indemnify the Contractor; 2) require the Department to insure or assume liability for the Contractor’s negligence; 3) waive the Department’s sovereign immunity under the laws of the State; or 4) otherwise impose liability on the Department for which it would not otherwise be responsible. Any provision, implication, or suggestion to the contrary is null and void.

29. Record Retention.

The Contractor shall retain records demonstrating its compliance with the terms of the PO for five (5) years after the expiration of the PO and all pending matters, or 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/>), whichever is longer. If the Contractor is required to comply with section 119.0701, F.S., then compliance with the retention of records in accordance with section 119.0701(2)(b)4., F.S., will fulfill the above stated requirement. If the Contractor’s record retention requirements terminate prior to the requirements stated herein, the Contractor may meet the Department’s record retention requirements for this PO by transferring its records to the Department at that time, and by destroying duplicate records in accordance with section 501.171(8), F.S., and, if applicable, section 119.0701, F.S. The Contractor shall adhere to established information destruction standards such as those established by the National Institute of Standards and Technology Special Publication 800-88, “Guidelines for Media Sanitization” (2014). See <http://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-88r1.pdf>.

30. Lobbying and Integrity.

The following replaces Section 5.B. of the MFMP Purchase Order Terms and Conditions:

The Contractor agrees that funds received by it under this PO will not be expended for the purpose of lobbying the Legislature, the judicial branch, or a State agency in violation of sections 11.062 or 216.347, F.S. Pursuant to the requirements of section 287.058(6), F.S., during the PO term, the Contractor may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the PO.

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 Department's Inspector General, or other authorized State official, the Contractor shall provide any type of information the Inspector General or other authorized State official 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 PO. The Contractor shall retain such records for the longer of: three (3) years after the expiration of the PO or 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 PO or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs will include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor will not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

DEPARTMENT OF FINANCIAL SERVICES

Statement of Work

ATTACHMENT 2

1. Scope of Work.

The Contractor shall provide information technology (IT) staff augmentation services in support of the Department's Florida PALM (Planning, Accounting, and Ledger Management) Project (Project), to assist the Project with Data Conversion. The Contractor shall provide a data architect who specializes in data conversion (Data Conversion Specialist), as proposed in its Response and selected by the Department, who has the experience and ability to fulfill the requirements of this Statement of Work (SOW). The Data Conversion Specialist must be available to work full-time (40 hours per week) on the Project.

2. Definitions.

In this SOW, the following terms are defined as set forth below (with the exception of terms identified below, the defined terms in Rule Chapters 60A-1, 60GG-1, and 60GG-2, Florida Administrative Code (F.A.C.), also apply):

- a. **Business Days** – Monday through Friday, inclusive, except for holidays list in section 110.117, Florida Statutes (F.S.).
- b. **Cash Management System (CMS)** – A collection of Treasury-operated, separate systems that support the Treasury's monitoring of cash levels and activities in State bank accounts, keeping of detailed records of cash transactions and investments for State agencies, and paying of warrants and other disbursements issued by the Chief Financial Officer (CFO).
- c. **Contractor** – The Respondent selected to provide services pursuant to Request for Quotes No. 1920-03 RFQ Florida PALM.
- d. **Data Conversion** – Data conversion and data migration activities, which include the execution steps for the overall approach for data conversion from FLAIR and CMS and which support conversion of legacy agency business systems into the new PeopleSoft application that is part of the Solution.
- e. **Department** – The Department of Financial Services, which is a State agency overseen by the Chief Financial Officer. The Department also administratively houses the Offices of Financial Regulation and Insurance Regulation. Website: <http://www.myfloridacfo.com/>.
- f. **Enterprise Resource Planning (ERP)** – Systems that integrate internal and external management information (e.g., finance/accounting, purchasing, human resources, payroll, customer relationship management, etc.) across an entire organization. ERP systems automate this activity with an integrated software application. The purpose of ERP is to facilitate the flow of information between all business functions inside the boundaries of the organization and to manage the connections to outside stakeholders.
- g. **Florida Accounting Information Resource System (FLAIR)** – A double-entry, computer-based general ledger accounting system consisting of four components, which serves as the State's current financial accounting system.
- h. **Project Schedule** – The Florida PALM Project's master schedule for all Project work, which outlines the work to be performed, which resources of the organization will perform the work, and the timeframes during which the work will be performed.
- i. **Office of Information Technology (OIT)** – The office within the Department that plans, manages, and operates the Department's information technology resources. The OIT provides technical support for

Department applications, including FLAIR and CMS. The Chief Information Officer (Director of the OIT) serves as a sponsor for the Florida PALM Project.

- j. **Respondent** - An entity that submits a Response to the Department in accordance with Request for Quotes No. 1920-03 RFQ Florida PALM.
- k. **Response** – The materials submitted to the Department by Respondent(s) in accordance with the requirements of Request for Quotes No. 1920-03 RFQ Florida PALM.
- l. **Solution** –The new, integrated, financial-management system, including all of its components and elements, that is the principal object of the Project. This system is intended to replace the four main components of the FLAIR subsystem (central FLAIR, departmental FLAIR, payroll, and information warehouse) and the cash management and accounting management components of CMS.
- m. **State** – The state of Florida.
- n. **System and Data Strategy (SDS) Track** – The Florida PALM Project track, comprised of a joint team of State/Department and contractor personnel, responsible for developing and executing technical strategies for the Solution. This is one of four Project tracks.
- o. **Track** – One of four critical dimensions of the Project, which include:
 - BPS: Process
 - OCM: People
 - PMO: Project Management
 - SDS: Technology
- p. **Treasury** – A division within the Department that performs cash management and investing activities for the State. The Treasury is the functional owner of CMS. The Treasury Division Director serves as a sponsor for the Florida PALM Project.

3. Background.

Section 215.93, F.S., establishes the Florida Financial Management Information System (FFMIS) for the State. FFMIS is comprised of accounting, budgeting, cash management (CMS), human resources, and procurement subsystems. For nearly two decades, all of the FFMIS subsystems ran on legacy technology. To date, only the human resources and procurement subsystems have been fully modernized. A portion of CMS was modernized in August of 2013.

FLAIR has been performing the State’s accounting and payroll functions for thirty years. Although it has been maintained and modified over the years to accommodate State and federal mandates, it is becoming increasingly unable to meet the State’s changing and growing needs. Issues and concerns with FLAIR include limited integration with the other subsystems (batch vs. transactional processing), incomplete reporting capabilities, inability to perform offsets, inability to schedule and consolidate payments, and insufficient information to perform State-level cash forecasting.

In 2002, the Legislature appropriated funding for the Department’s predecessor agency (the Department of Banking and Finance)¹ to undertake a project to replace the accounting and cash management subsystems, FLAIR and CMS, respectively. The project was called Aspire, and it suffered insurmountable challenges and was ultimately cancelled in 2007. In 2013, the Department began efforts to evaluate the options for replacing FLAIR and CMS and to determine the best approach.

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

a. **Florida Accounting Information Resource (FLAIR).**

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

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

FLAIR is a mature subsystem, supported at the data center located within the Department. FLAIR is fully implemented in 35 State agencies with approximately 12,000+ individual users at 400+ accounting office sites throughout the State. Annually, FLAIR typically processes 95+ million accounting transactions, provides accounting for a \$90+ billion budget, and pays 180,000+ State personnel. In addition to FLAIR, there are numerous other specialized accounting methods and compensating systems used by State agencies.

b. **Cash Management System (CMS).**

The Treasury receives and disburses funds, invests available balances, performs related accounting functions, performs cash management operations, and provides consultations. The Treasury operates separate systems (collectively known as the "CMS") to carry out its responsibilities of monitoring cash levels and activities in State bank accounts, to keep detailed records of cash transactions and investments for State agencies, and to pay warrants and other disbursements issued by the CFO. These functions and activities require the exchange of information between FLAIR, Department of Revenue, other State agencies, and business partners (i.e., financial institutions).

c. **The FLAIR Study.**

In accordance with proviso language in section 42 of the 2013 General Appropriations Act (GAA), the Department procured the services of an independent consulting firm to complete a study (the "FLAIR Study") to recommend either replacement or remediation of FLAIR and CMS. The Study included an assessment of implementing an ERP system for the State and an inventory of agency systems (compensating systems) interfacing with FLAIR.

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

- Alignment to Goals and Objectives
- Cost Comparison
- Benefits Comparison
- Risk Analysis

The full FLAIR Study can be found at:

<https://www.myfloridacfo.com/floridapalm/resources/flair-study/>

d. **Software and System Integrator (SSI) Contract.**

On July 20, 2018, the CFO signed a contract with Accenture LLP for Software and System Integrator (SSI) services to replace the current accounting and cash management systems with the Solution. The Project's vision is that once implemented, the Solution will enforce standardization, will act as a scalable foundation

that evolves as business needs change, and will position Florida for future innovation as it considers a true enterprise-wide solution. The anticipation is that it will take nine years for a full implementation of the PeopleSoft application, through Oracle Cloud Infrastructure, that is part of the Solution.

The Project is currently in the Design, Development, and Implementation (DDI) Phase 1, which began with the successful execution of the contract for SSI Services with Accenture LLP. The Project is organized into multiple “Tracks” (or work streams) that are staffed to simultaneously support the mission of the Project. The Tracks for DDI Phase 1 are:

- BPS – Business Process Standardization
- OCM – Organizational Change Management
- PMO – Project Management Office
- SDS – Systems and Data Strategy

The full SSI contract can be found at:

<https://facts.fldfs.com/Search/ContractDetail.aspx?AgencyId=430000&ContractId=D1261>

4. Purchase Order (PO) Duration.

- a. **Term.** The PO will begin upon issuance of the PO and will end no later than June 30, 2020.
- b. **Renewals.** Prior to the expiration of the PO, and provided State Term Contract (STC) 80101507-SA-15-1, Information Technology (IT) Staff Augmentation Services, hasn’t expired, the Department may elect to renew the PO for a period that may not exceed 12 months after the term of the STC. Any renewal is contingent upon availability of funds and satisfactory performance by the Contractor. Any renewal is subject to the same terms and conditions.

5. Contractor Responsibilities.

- a. **Tasks.** The Contractor shall provide a Data Conversion Specialist to assist in the support of the SDS activities of the Project related to Data Conversion. The Data Conversion Specialist shall perform services on-site during the normal business hours of 8:00 AM to 5:00 PM ET, Monday through Friday (flexible schedules may be considered, but must be approved by the Department’s SDS Track Manager). The Data Conversion Specialist shall work with all Project stakeholders, including but not limited to, the Project Director, Deputy Project Director, SDS Manager, Track Managers, and Project Team members, as requested. All tasks to be performed by the Data Conversion Specialist will be directed and communicated by the Department’s SDS Track Manager. The Department’s SDS Track Manager will utilize SDS Team meetings, as well as the Project Schedule, to prioritize and document assignments. The Data Conversion Specialist shall perform the following tasks throughout the term of the PO:
 - 1) Take day-to-day direction from the Department’s SDS Track Manager and work with the SDS Team (and related areas as needed) to support all activities related to the Project’s development and maintenance of Data Conversion artifacts.
 - 2) Use and share lessons learned and best practices associated with the area of data conversion that may promote efficiency and help to identify and mitigate potential Data Conversion risks.
 - 3) Serve as a data conversion subject matter expert, collaborating across Project Tracks.
 - 4) Assist in the strategic planning and execution of activities related to the data aspects of the Project.
 - 5) Complete knowledge transfer/training activities to the identified parties, as directed by the Department’s SDS Track Manager.
 - 6) Provide overall Project support, which includes:
 - a. Providing updates to Project status reporting;
 - b. Reviewing and refining Project materials created by the Project Team to ensure consistency among Project materials and messaging (including document templates);

- c. Coordinating with the PMO, BPS, and OCM Tracks to develop/update templates for Track and Project use;
 - d. Facilitating meetings, promoting teamwork, and providing training as requested;
 - e. Tracking, mitigating, and escalating risks and issues;
 - f. Maintaining tools for the Project Team’s use;
 - g. Performing change management communication activities; and
 - h. Researching, collecting, evaluating, and refining data/tools necessary to meet Project goals.
- 7) Perform other duties as assigned by the Department’s SDS Track Manager, Project Director, and/or their designee(s).
- 8) Complete transition services, including facilitating lessons-learned meetings; creating a lessons-learned document related to Data Conversion support services; and providing all the documents, software, software licenses, and other Project artifacts to the Project Team as it relates to the work performed under this PO.
- 9) Conduct work (and ensure that any tools, templates, or applications are developed) in accordance with the OIT standards and specifications available at: <https://www.myfloridacfo.com/Division/OIT/SDF/>.

b. **Deliverables.** The Contractor’s Data Conversion Specialist shall perform the tasks listed in Section 5.a., Tasks, as requested. The Contractor must invoice the Department for these tasks in one-hour increments, at the fixed hourly-rate specified in the PO.

The Contractor shall provide evidence of performance by submitting, weekly, a time report (timesheet) showing the tasks and activities worked on each day during the previous Monday-Sunday week and the hours spent on each. The report must be submitted in a format compatible with Microsoft Excel 2016, or newer. The Department’s Contract Manager will review the weekly time reports to validate completion of support services in preparation for acceptance of monthly timesheets that are required by Section 10.c., below.

6. Acceptance of Deliverables.

The Department will evaluate the Contractor’s performance on an ongoing basis; however, the Department’s acceptance or rejection of the deliverables will occur after receipt of the monthly invoice (as set forth in Section 5, Acceptance of Deliverables, of Attachment 1, Standard Terms and Conditions). When reviewing the invoice, the Contractor’s performance will be evaluated on a pass/fail basis in the following five areas (a “no” response to any evaluation question will count as a fail for that measure, while a “yes” response will count as a pass for that measure):

#	Measure	Evaluation Question
1	Communication	<ul style="list-style-type: none"> • Does the Data Conversion Specialist demonstrate clear communication skills and keep the Project up to date on key activities and issues? • Does the Data Conversion Specialist demonstrates acceptable: <ul style="list-style-type: none"> ○ Written communication skills? (e.g., provides clear and comprehensible written material.) ○ Verbal communication skills? (e.g., verbally communicates clear and comprehensible ideas.) ○ Listening comprehension skills? (e.g., acknowledges input/feedback and incorporates that information into Project documentation.) • Does the Data Conversion Specialist pass along feedback and other information related to the Project to the appropriate Project Team member based on the content of the information?

#	Measure	Evaluation Question
		<ul style="list-style-type: none"> Does the Data Conversion Specialist follow established Project communication standards regarding emailing, meeting scheduling, calendaring, and providing status updates? Does the Data Conversion Specialist respond timely and thoroughly to requests from Project Team Members, Track Managers, and Project Management?
2	Availability	<ul style="list-style-type: none"> Is the Data Conversion Specialist available for meetings and to answer questions as agreed to and expected? Does the Data Conversion Specialist provide continuity of resources and knowledge throughout the engagement? Does the Contractor manage turnover (i.e., replacement of the Data Conversion Specialist currently provided to the Department, if it occurs) to minimize the impact to the Project?
3	Recommendations which have a Positive Value	<ul style="list-style-type: none"> Do the recommendations of, and tasks performed by, the Data Conversion Specialist provide a positive value to the Project? Does the Data Conversion Specialist provide solutions that are practical and within the constraints of the State and Project environment?
4	Timeliness	<ul style="list-style-type: none"> Does the Data Conversion Specialist complete tasks by the agreed upon completion dates?
5	Professionalism	<ul style="list-style-type: none"> Does the Data Conversion Specialist respect other Project Team Members and their roles, adapt to the Florida PALM environment, and demonstrate a positive and cooperative attitude?

The Contractor/Data Conversion Specialist must receive a pass for each of the five measures to achieve a “Pass” during the monthly invoicing period. Section 12.e., Financial Consequences for Non-Performance, sets forth the consequences for failure to obtain a pass in each measure.

7. Facilities and Equipment.

- a. The Department shall provide necessary access to the Department’s network upon completion of security awareness training by the Contractor.
- b. The Department will provide a State-owned computer for the Contractor’s Data Conversion Specialist to use in performance of the work under the PO.
- c. The Data Conversion Specialist shall conduct the work on-site at 1650 Summit Lake Drive, Suite 200, Tallahassee, Florida 32317. The Project will provide work space and furniture for the Data Conversion Specialist’s use while on site. The Project will also provide the Data Conversion Specialist with access to a network printer and copier.
- d. The Data Conversion Specialist must have a cellular phone, the expense of which will not be reimbursed by the Department.

8. Qualification Requirements for the Data Architect.

a. Minimum Experience.

- Bachelor’s Degree in Computer Science, Information Systems, Information Technologies, or related field, or four (4) years of work experience with Information Technology Software Development Life Cycle (SDLC).
- Minimum of five (5) years’ experience performing activities directly related to data conversion
- .Experience with data extraction, transformation, and load (ETL) processes.
- Understanding of database schemas used to convert legacy data.
- Experience maintaining data integrity and the ability to expertly resolve technical data conversion issues.

- Experience with data migration and data security.
- Experience writing, modifying, testing, and troubleshooting complex SQL queries, scripts, and defects.
- Experience identifying and implementing business rules needed for data conversion.
- Experience performing data mapping with attention to detail, data accuracy, and completeness.
- Strong communication (verbal and written) skills and experience communicating with multiple levels, from leadership (e.g., CIO) to technical and functional staff.
- Proficient in the use of Microsoft Office suite, SharePoint, and Visio.
- Experience working with financial data.
- Experience implementing data management strategies.

b. Preferred Experience.

- Bachelor's Degree in Computer Science, Information Systems, Information Technologies, or other related field.
- Ten (10) years' experience in Information Technology Software Development Life Cycle (SDLC).
- Experience leading and implementing data conversion efforts in a public-sector organization.
- Experience with data migration to a cloud-based solution.
- Experience converting data for a financial ERP.
- Expert-level production experience with SQL Server or other relational database management system (RDBMS), data conversion/migration techniques, and ETL tools (e.g. Informatica, TOAD, MS SQL Server).
- Experience working with the State or with other state governments similar in size in terms of annual budget and full-time equivalent (FTE) employee count.
- Experience developing data management strategies.

c. Required Training.

The Data Conversion Specialist provided by the Contractor must successfully complete the Department's Security Awareness Training, Ethics Training, It Begins With Respect training, Public Records Compliance Training, Florida PALM Project – Project Team Orientation, and Florida PALM Project – Project Management Plan training within thirty (30) days of the Data Conversion Specialist's start date (Note: for purposes of the Project Management Plan, the Contractor serves as a Support Services Contractor).

d. Background checks.

The proposed Data Conversion Specialist must undergo a background check at the expense of the Contractor. Review and approval of a background check, which, at a minimum, is the equivalent of a Level 2 screening described in section 435.04, F.S., including fingerprinting, must be completed before the Data Conversion Specialist will be allowed to perform work under the PO. The Contractor must advise the proposed Data Conversion Specialist that: (1) the fingerprints will be used to check the criminal history records of the FBI (depending on the PO scope, the fingerprints may be used on an ongoing basis to check the criminal history records of the FBI, which may include expunged records); and (2) procedures for obtaining a change, correction, or update of an FBI identification record are described in 28 C.F.R. 16.34. Results will be used to determine each proposed Data Conversion Specialist's eligibility for access to Department systems. In the event records reveal evidence of a crime that the Department determines makes the Data Conversion Specialist unacceptable, the Contractor agrees to remove the Data Conversion Specialist from the Project and replace the Data Conversion Specialist with someone with comparable knowledge, skills, and abilities. The Department will provide detailed instructions for fingerprinting upon selection.

9. Conflict of Interest.

It is essential to the proper conduct and operation of the Project that the Contractor and its personnel are independent and impartial and that the decisions or recommendations of the Contractor or its personnel are not used by the Contractor or its personnel for private gain or other remuneration beyond the compensation paid to the Contractor under the PO.

10. Pricing and Invoicing.

- a. **Hourly Rate.** The Department will pay the Contractor the fixed hourly rate set forth in the PO for the services provided under the PO, subject to the conditions for acceptance of work set forth in Section 6, Acceptance of Deliverables, above. The hourly rate is effective for work on a 24x7 basis.
- b. **Travel.** No travel expenses will be paid.
- c. **Monthly Timesheets.** The Contractor shall submit a timesheet showing the tasks and activities worked on each day during the previous month, and the hours spent on each, to the Department's Contract Manager monthly. The report must be submitted in a format compatible with Microsoft Excel 2016, or newer. The Department's Contract Manager will review the monthly timesheets to validate completion of support services.
- d. **Invoicing.** The Contractor shall submit an invoice to the Department's Contract Manager by the 10th of each month.

11. Department's Contract Manager.

All services will be performed under the direction and control of the SDS Track Manager, who also functions as the Department's Contract Manager:

Jason Shiver
Department of Financial Services, Florida PALM Project
1650 Summit Lake Drive
Suite 200
Tallahassee, FL 32317

12. Miscellaneous Terms.

- a. **Change Process.** The Contractor shall contact the Department's Contract Manager or designee to request any changes to the PO (Change Order Process). If the Contractor fails to notify and obtain approval from the Department's Contract Manager or designee before commencing performance that is outside of that being performed under the current version of the PO, such activities will be considered to be performed gratuitously by the Contractor, and the Contractor will not have any right thereafter to assert any claim for additional compensation or time for the performance of such activities.
- b. **Asset Usage.** Provided it is in accordance with State procurement requirements, the Department may, upon termination or expiration of the PO, purchase any assets used by the Contractor in performance of the PO, at their depreciated value, or if not depreciated, then the Department retains the right to negotiate to purchase such assets at an agreed-upon cost, not to exceed the price offered in any STC.
- c. **Additional Insurance.**
 - 1) The Commercial General Liability Insurance required by Section 9.a.i. of Attachment 1, Standard Terms and Conditions, must have minimum limits of \$1,000,000 per occurrence/\$2,000,000 aggregate.
 - 2) In addition to the types of insurance required by Section 9.a. of Attachment 1, Standard Terms and Conditions, the Contractor shall maintain computer crime insurance and coverage against intentional acts as well as negligent acts or omissions in connection with its activities under the PO.
- d. **State Property.** Section 16, Intellectual Property, of Attachment 1, Standard Terms and Conditions, is supplemented with the following:

Where services performed under the PO result in the production of original writing, sound recordings, pictorial reproductions, drawings, or other graphic representation and works of any similar nature, the Department has the right to use, duplicate, and disclose such materials, in whole or in part, in any manner, for any purpose whatsoever, and to have others acting on behalf of the Department do so. The Department shall have unlimited rights to use, disclose, or duplicate, for any purpose whatsoever, all information and data developed, derived, documented, or furnished by the Contractor under the PO. Where services performed under the PO result in the production of a data processing software, such software will become

the exclusive property of the State's Department of State and may not be copied or otherwise infringed upon by the Contractor or any of its personnel.

- e. **Financial Consequences for Non-Performance.** In addition to the financial consequences specified in the STC, the following apply:

If the Data Conversion Specialist/Contractor fail to achieve a "pass" in any of the five areas, the Department will retain ten (10%) percent of the amount billed in the monthly invoice. The total amount withheld will be paid upon satisfactory performance the following month. However, should the Data Conversion Specialist/Contractor fail to achieve a "pass" in any of the five areas the following month, the total amount withheld the previous month will be permanently withheld and the Department may request the commencement of procedures for the replacement of the Data Conversion Specialist.

- f. **Replacement of Data Conversion Specialist.**

- 1) **Timeline and Approval.** If the Contractor must remove the Data Conversion Specialist being provided to the Department during the term of the PO, the Contractor shall identify a replacement, whom the Department has the right to approve or deny. No later than three weeks before assigning a replacement Data Conversion Specialist, the Contractor shall notify the Department's Contract Manager of the proposed assignment, shall introduce the individual to the appropriate Project representatives, and shall provide the Department's Contract Manager with a resume and any other information about the individual reasonably requested. The Department's Contract Manager reserves the right to interview the individual before granting written approval. If the replacement is approved by the Department's Contract Manager, the replacement must shadow the personnel he or she is replacing for a period of at least 10 Business Days prior to such replacement at no cost to the Department. There will be no increase in the hourly rate and no change to any due dates as a result of the replacement.
- 2) **Liquidated Damages.** It is acknowledged that any removal or replacement of the Data Conversion Specialist being provided to the Department may interfere with the timely and proper completion of the Project, to the loss and damage of the State, and that it would be impracticable and extremely difficult to determine the actual damage sustained by the State as a result of such removal or replacement. Therefore, the Contractor and the Department agree that in the case of any removal or replacement, the Department may assess liquidated damages in the amount calculated using the following formula: (contractual hourly rate x 4) per day as follows:
 - i.) If the Contractor fails to assign an agreed upon replacement to shadow the Data Conversion Specialist being replaced for at least 10 Business Days, per Business Day less than the 10 required.
 - ii.) If the Contractor fails to provide a replacement, per calendar day until the earlier of the date that:
 - 1) the Contractor provides a Data Conversion Specialist with equal or superior experience and qualifications than the personnel initially selected by the Department; 2) the Department otherwise fills the position; or 3) the Department's need otherwise ceases.
- 3) **Termination.** The Contractor understands that it is in the Department's best interest for performance to be provided throughout the term of the PO by a single Data Conversion Specialist. Therefore, should the Contractor need to provide a replacement to continue providing services to the Department, it is within the Department's sole discretion to reject a proposed replacement, terminate the PO immediately, and pursue other options for obtaining the services. If the Department rejects a proposed replacement with equal or better skills than the Contractor personnel initially selected by the Department, the above liquidated damages provision will cease to apply on the date that such replacement would be available to begin providing services to the Department.
- 4) **Department's Right to Require Replacement.** The Department reserves the right to require the replacement of the Data Conversion Specialist provided by the Contractor if he or she is found, in the judgment of the Department, to be unacceptable. If the Department requires such replacement, all of the procedures identified in this Section 12.f. will apply as if the replacement had been at the election of the Contractor except that the proposed replacement must have equal or superior experience and qualifications than the Data Conversion Specialist being replaced.

- 5) Department's Right to Hire Personnel. The Department reserves the right to recruit, hire, or otherwise contract directly with any personnel who have performed services under the PO in the event a removal or replacement is proposed or occurs. In such event, the Contractor agrees to release such personnel from any non-compete agreement intended to bar him or her from employment with Department.
- h. **Non-Disclosure Agreement.** The duties and responsibilities of the Data Conversion Specialist will result in access to confidential and other non-public information. The Data Conversion Specialist will be required to sign a Non-Disclosure Agreement provided by the Department. The Contractor shall ensure the Data Conversion Specialist's compliance with the terms of the Non-Disclosure Agreement.
- i. **Other Work.** The Department may undertake or award other contracts, or other arrangements for additional or related work, and the Contractor shall reasonably cooperate with such other contractors and pertinent Department personnel. The Contractor shall not commit or permit any act that interferes with the performance of work by any other contractors or by Department personnel.

**DEPARTMENT OF FINANCIAL SERVICES
Cost Response**

ATTACHMENT 3

Use the templates below to propose fixed hourly rate pricing for the initial term and for the renewal/extension term, for providing all services outlined in this RFQ and in the Respondent's Response. Pricing must not exceed the Respondent's State Term Contract No. 80101507-SA-15-01, Information Technology (IT) Staff Augmentation Services, ceiling rates.

Initial Term Fixed Hourly Rates Proposed

Candidate Name:	Job Family:	Job Number:	Job Title	Scope Variant:	Anticipated # of Hours Per Month:	Hourly Rate:	Total Cost

Renewal (or Extension) Term Hourly Rates Proposed

Candidate Name:	Job Family:	Job Number:	Job Title	Scope Variant:	Anticipated # of Hours Per Month:	Hourly Rate:	Total Cost

Respondent's Name:		Person Submitting Quote on Resondent's Behalf:	
Signature:		Date:	

**DEPARTMENT OF FINANCIAL SERVICES
Resumes/References**

ATTACHMENT 4

Include a detailed and accurate resume of the proposed candidate's experience and qualifications,

Use the template below to provide three (3) separate and verifiable references (for each candidate proposed) from clients for whom the candidate completed projects similar to the services requested in this RFQ.

Reference # _____

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

I authorize the Department to contact this reference.

Respondent Name:

STC Number:

Person Submitting Quote:

Signature:

Date:

DEPARTMENT OF FINANCIAL SERVICES
Skills Matrix

ATTACHMENT 5

The proposed candidate must meet all of the required (minimum) experience and knowledge, skills, and abilities (KSAs) criteria listed below, and the Skills Matrix must be completed in its entirety. The Department will not consider a Response if these requirements are not met or if the Skills Matrix is not completed in its entirety. If there is no experience, put “0” in the “Years of Experience” column (note that for the Required (Minimum) Experience and KSAs section, this will result in the Response not being considered). Provide specific details that speak to the experience pertaining to the skills (i.e., do not use “Refer to Resume”).

Candidate Name: _____

Required (Minimum) Experience and KSAs

Required Experience and Knowledge, Skills, and Abilities	Years of Experience	Role(s) Served	Details (source, description, assumption, or example of skill or experience)
Bachelor’s Degree in Computer Science, Information Systems, Information Technologies, or related field, or four (4) years of work experience with Information Technology Software Development Life Cycle (SDLC).			
Minimum of five (5) years’ experience performing activities directly related to data conversion			
Experience with data extraction, transformation, and load (ETL) processes			
Understanding of database schemas used to convert legacy data			

Required Experience and Knowledge, Skills, and Abilities	Years of Experience	Role(s) Served	Details (source, description, assumption, or example of skill or experience)
Experience maintaining data integrity and the ability to expertly resolve technical data conversion issues			
Experience with data migration and data security			
Experience writing, modifying, testing, and troubleshooting complex SQL queries, scripts, and defects			
Experience identifying and implementing business rules needed for data conversion			
Experience performing data mapping with attention to detail, data accuracy, and completeness			
Strong communication (verbal and written) skills and experience communicating with multiple levels, from leadership (e.g., CIO) to technical and functional staff			
Proficient in the use of Microsoft Office suite, SharePoint, and Visio			

Required Experience and Knowledge, Skills, and Abilities	Years of Experience	Role(s) Served	Details (source, description, assumption, or example of skill or experience)
Experience working with financial data			
Experience implementing data management strategies			

Preferred Experience and KSAs

Preferred Experience and Knowledge, Skills, and Abilities	Years of Experience	Role Served	Details (source, description, assumption, or example of skill or experience)
Bachelor’s Degree in Computer Science, Information Systems, Information Technologies, or other related field			
Experience leading and implementing data conversion efforts in a public-sector organization			
Experience with data migration to a cloud-based solution			

Preferred Experience and Knowledge, Skills, and Abilities	Years of Experience	Role Served	Details (source, description, assumption, or example of skill or experience)
Experience converting data for financial enterprise resource planning (ERP)			
Expert-level production experience with SQL Server or other relational database management system (RDBMS), data conversion/migration techniques, and ETL tools (e.g. Informatica, TOAD, MS SQL Server)			
Experience working with the state of Florida or other state governments similar in size in terms of annual budget and full-time equivalent (FTE) employee count			
Experience developing data management strategies			



DEPARTMENT OF FINANCIAL SERVICES
Florida PALM Project

DEPARTMENT OF FINANCIAL SERVICES
Request for Review and Determination Relative to Work Performed
Outside of the Department of Financial Services

ATTACHMENT 6

In addition to my work with the Department of Financial Services, Florida PALM Project, I hereby provide notice that I am contemplating secondary employment as indicated below and request that a review and determination be made as to whether this additional work will conflict with my Departmental duties.

 Name of Contractor (Please Print)

 Name of Entity Requesting Work and/or Services

 Address of Entity Requesting Work and/or Services

 City

 State

 Zip Code

My duties will be: _____

My work schedule will be from: : A.M. P.M. to : A.M. P.M.

Beginning: _____

Check day(s) of the week this work will be performed. If hours are variable, a schedule will be provided to my immediate supervisor 14 days in advance of all secondary work assignments.

MON TUES WED THURS FRI SAT SUN VARIABLE

I agree and understand that my work performed outside of the Department of Financial Services, Florida PALM Project, will in no way conflict with my duties, my readiness for duty, and my effective service with the Department of Financial Services, and will not involve the use of Department space, personnel, time, equipment or supplies, except as permitted by a Collective Bargaining Agreement, agency policy, and Florida Statutes. Furthermore, this additional employment will in no way adversely affect the reputation or standing in the community of the Department of Financial Services or any of its divisions, offices, or bureaus. I hereby acknowledge that should I undertake employment that conflicts with my position with the Department, the Department may exercise its rights to terminate the contract for cause.

Signature of Contractor

Date

Signature of Authorized Representative

Date

DEPARTMENT OF FINANCIAL SERVICES
Public Records Requirements

Addendum A

1. Public Records Access Requirements.

- a. If the Contractor is acting on behalf of the Department in its performance of services under the Contract, the Contractor must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by the Contractor in conjunction with the Contract (Public Records), unless the Public Records are exempt from public access pursuant to section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Contract if the Contractor refuses to allow public access to Public Records as required by law.

2. Public Records Requirements Applicable to All Contractors.

- a. For purposes of the Contract, the Contractor is responsible for becoming familiar with Florida's Public Records law, consisting of chapter 119, F.S., section 24(a) of Article I of the Florida Constitution, or other applicable state or federal law (Public Records Law).
- b. All requests to inspect or copy Public Records relating to the Contract must be made directly to the Department. Notwithstanding any provisions to the contrary, disclosure of any records made or received by the State in conjunction with the Contract is governed by Public Records Law.
- c. If the Contractor has a reasonable, legal basis to assert that any portion of any records submitted to the Department is confidential, proprietary, trade secret, or otherwise not subject to disclosure ("Confidential" or "Trade Secret") under Public Records Law or other authority, the Contractor must simultaneously provide the Department with a separate redacted copy of the records the Contractor claims as Confidential or Trade Secret and briefly describe in writing the grounds for claiming exemption from the Public Records Law, including the specific statutory citation for such exemption. The un-redacted copy of the records must contain the Contract name and number, and must be clearly labeled "Confidential" or "Trade Secret." The redacted copy of the records should only redact those portions of the records that the Contractor claims are Confidential or Trade Secret. If the Contractor fails to submit a redacted copy of records it claims are Confidential or Trade Secret, such action may constitute a waiver of any claim of confidentiality.
- d. If the Department receives a Public Records request, and if records that have been marked as "Confidential" or "Trade Secret" are responsive to such request, the Department will provide the Contractor-redacted copies to the requester. If a requester asserts a right to the portions of records claimed as Confidential or Trade Secret, the Department will notify the Contractor that such an assertion has been made. It is the Contractor's responsibility to assert that the portions of records in question are exempt from disclosure under Public Records Law or other authority. If the Department becomes subject to a demand for discovery or disclosure of the portions of records the Contractor claims as Confidential or Trade Secret in a legal proceeding, the Department will give the Contractor prompt notice of the demand, when possible, prior to releasing the portions of records the Contractor claims as Confidential or Trade Secret (unless disclosure is otherwise prohibited by applicable law). The Contractor shall be responsible for defending its determination that the redacted portions of its records are Confidential or Trade Secret. No right or remedy for damages against the Department arises from any disclosure made by the Department based on the Contractor's failure to promptly legally protect its claim of exemption and commence such protective actions within ten days of receipt of such notice from the Department.
- e. If the Contractor claims that the records are "Trade Secret" pursuant to section 624.4213, F.S., and all the requirements of section 624.4213(1), F.S., are met, the Department will respond to the Public Records Request in accordance with the provisions specified in that statute.
- f. The Contractor shall ensure that exempt or confidential and exempt Public Records are not disclosed except as permitted by the Contract or by Public Records Law.

Addendum A

3. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

If the Contractor is a “contractor” as defined in section 119.0701(1)(a), F.S., the Contractor shall:

- a. Keep and maintain Public Records required by the Department to perform the service.
- b. Upon request, provide the Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, F.S., or as otherwise provided by law.
- c. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the Public Records to the Department.
- d. Upon completion of the Contract, transfer, at no cost, to the Department all Public Records in possession of the Contractor or keep and maintain Public Records required by the Department to perform the service. If the Contractor transfers all Public Records to the Department upon completion of the Contract, the Contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the Contractor keeps and maintains Public Records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to the Department, upon request from the Department’s custodian of Public Records, in a format specified by the Department as compatible with the information technology systems of the Department. These formatting requirements are satisfied by using the data formats as authorized in the Contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the Contractor is authorized to access.
- e. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT PUBLIC RECORDS AT:**

Telephone: (850) 413-3149
Email: PublicRecordsInquiry@myfloridacfo.com
Mailing Address: The Department of Financial Services
Office of the General Counsel, Public Records
200 E. Gaines Street, Larson Building
Tallahassee, Florida 32399-0311

A Contractor who fails to provide the Public Records to the Department within a reasonable time may be subject to penalties under section 119.10, F.S.

DEPARTMENT OF FINANCIAL SERVICES
Data Security Requirements

Addendum B

1. Data Security, Recovery, and Damages for Non-Performance.

- a. Data Security. The Contractor, its employees, subcontractors, and agents, shall comply with Rule Chapter 60GG-2, Florida Administrative Code (F.A.C.), which contains information technology (IT) procedures and requires adherence to the Department's security policies, in performance of this Contract. The Contractor shall provide immediate notice to the Department's Information Security Office (ISO), within the Office of Information Technology: 1) in the event it becomes aware of any security breach or any unauthorized transmission or loss of any or all of the data collected, created for, or provided by the Department (State Data); and 2) of any allegation or suspected violation of Rule Chapter 60GG-2, F.A.C. Except as required by law or legal process, and after notice to the Department, the Contractor shall not divulge to third parties any Confidential Information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers, or employees in the course of performing Contract work according to applicable rules, including, but not limited to, Rule Chapter 60GG-2, F.A.C. "Confidential Information" means information in the possession or under the control of the state of Florida (State) or the Contractor that is exempt from public disclosure pursuant to chapter 119, Florida Statutes (F.S.), or to any other applicable provision of State or federal law that serves to exempt information from public disclosure. This includes, but is not limited to, the security procedures, business operations information, or commercial proprietary information in the possession of the State or the Department. The Contractor will not be required to keep confidential any information that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the State's Confidential Information, or information that is otherwise obtainable under State law as a public record. If State Data will reside in the Contractor's system, the Department may conduct, or request the Contractor conduct at the Contractor's expense, an annual network penetration test or security audit of the Contractor's system(s) on which State Data resides. If the Contract is less than a year in duration, the right to conduct the network penetration test or security audit of the Contractor's system(s) on which State Data resides can be exercised at any time.
- b. Data Protection. No State Data will be transmitted, processed, or stored outside of the United States of America regardless of method, except as required by law. Access to State Data will only be available to staff approved and authorized by the Department that have a legitimate business need. Access to State Data does not include remote support sessions for devices that might contain the State Data; however, during the remote support session the Department requires the Contractor to escort the remote support access and maintain visibility of the support personnel's actions. Requests for remote access will be submitted to the Department's Help Desk. With approval, third parties may be granted time-limited terminal service access to IT resources as necessary for fulfillment of related responsibilities. Remote connections are subject to detailed monitoring via two-way log reviews and the use of other tools. When remote access is no longer needed, the ISO will be promptly notified and access will be promptly removed.
- c. Encryption and Remote Access. The Contractor shall encrypt all data transmissions containing Confidential Information utilizing a protocol approved by the Department.
- d. Breach and Negligence. The Contractor agrees to protect, indemnify, defend, and hold harmless the Department from and against any and all costs, claims, demands, damages, losses, and liabilities arising from or in any way related to the Contractor's breach of this Section 1 or the negligent acts or omissions of the Contractor related to this addendum.
- e. Separate Security Requirements. Any Criminal Justice Information Services-specific and/or Health Information Portability and Accountability Act-specific security requirements are attached in a separate addendum, if applicable.
- f. Ownership of State Data. State Data will be made available to the Department upon its request, in the form and format reasonably requested by the Department. Title to all State Data will remain property of the

Addendum B

Department and/or become property of the Department upon receipt and acceptance. The Contractor shall not possess or assert any lien or other right against or to any State Data in any circumstances.

2. Data Access.

- a. Background Checks. All Contractor personnel who will have direct query access to State Data will undergo the background checks described in Attachment 2, Statement of Work.
- b. Cooperation with the State and Third Parties. The Contractor agrees to cooperate with the following entities:
 - (i) the State;
 - (ii) the State's other contractors;
 - (iii) the State's agents, including properly authorized governmental entities;
 - (iv) the State's authorized third parties, such as technology staff under contract with the State; and
 - (v) other properly authorized individuals who directly or indirectly access State Data on behalf of any of the entities listed in this section. The Contractor shall also provide reasonable access to the Contractor's Contract personnel, systems, and facilities to these same entities, when reasonably requested by the Department. The Contractor agrees to impose these same requirements on all subcontractors performing the work of this Contract.

STC EXHIBIT C



**Information Technology Staff Augmentation Services
Contract No. 80101507-SA-15-1**

Exhibit C Contractor Selection Justification Form

Customers shall complete this Contractor Selection Justification Form for each candidate and attach all completed forms to the purchase order.

Date: _____

Contractor's Name: _____

Contractor's Contact
Information: Address: _____

Phone: _____

Email: _____

Candidate's Name: _____

Date Candidate will be available: _____

Hourly rate of candidate: \$ _____

Position candidate recommended for: _____

Justification for selection of candidate:

Agency: _____ Division/Section/Unit: _____

Printed Name: _____ Title: _____

Signature _____ Date: _____

Information Technology Staff Augmentation Services

STC No. 80101507-SA-15-1

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