The Florida Legislature
Invitation to Negotiate (ITN)
ITN #894
Enterprise Content Management

http://www.leg.state.fl.us/purchasing/itn894

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SECTION 1  INTRODUCTION

1.1  Purpose

The Florida Legislature (Legislature), by and through the Office of Legislative Services (OLS), seeks Replies to this Invitation to Negotiate (ITN), ITN #894, from qualified vendors (Respondents) to obtain the best and most appropriate means of implementing an enterprise content management solution (the Solution). The Legislature desires an integrated, Enterprise Content Management Solution that allows the Legislature to store, organize, support, and administer its business functions and workflow.

1.2  ITN Objective and Solution Goals

The objective of this ITN is to acquire a scalable enterprise content management solution that best meets the needs of the Legislature. The procurement process is designed to achieve a best-value acquisition of software capable of meeting the Legislature’s needs.

The goal is to replace current business practices with more efficient business processes that utilize a more widely embraced technology leveraging advancements in:

- Functionality
- Maintenance
- Ease of use
- Storage and retrieval of data

The solution should improve staff productivity, reduce operational complexity and increase internal controls by enabling standardization and automation of business processes within the Legislature.

One of the more immediate legislative goals of an ECM is to automate the submission and approval processes for the intradistrict expense reports. Due to the large number of public records requests for these reports and to enhance transparency, the finalized intradistrict reports and all archives must be redacted for confidential information and be public-facing on the Internet in a searchable format by name and topic no later than January 1, 2018. Internally, legislative staff should be able to search by name and social security number (SSN) of all legislative employees although SSNs should be masked at all times in the ECM.

The Legislature contracts with a vendor to provide via a SaaS, cloud-based, online travel application for the processing of travel authorizations and travel reimbursements in accordance with legislative policies. Due to the large number of public records requests for these reports and to enhance transparency in government, the finalized travel documents, travel authorization requests and reimbursements and all archives, must be redacted for confidential information and be public-facing on the Internet in a searchable format for all legislative employees no later than April 1, 2018. Internally, legislative staff should be able to search by name and social security number (SSN) of all legislative employees although SSNs should be masked at all times in the ECM.
Other legislative goals are to automate the OLS Purchasing business processes for purchases for commodities and contractual services and create a business workflow that dovetails into the OLS General Services Property Management for the identification and tagging of legislative property in accordance with legislative policies and with the OLS Finance and Accounting (F&A) which pays invoices pursuant to Purchase Orders and Contracts that are executed.

The Legislature intends to make a single award as a result of this RFP.

1.3 Background

The Florida Legislature consists of the Florida Senate, the Florida House of Representatives, and its joint committees and entities. The Florida Senate consists of 40 elected members from 40 districts for a four-year term of office. The Florida House of Representatives consist of 120 elected members, one from each district, for a two-year term of office. Each elected member, or legislator, has at least one office in the district that they represent. Senators and Representatives each receive a monthly allowance for the administration of district expenses, also called “intradistrict expense allowance,” in amounts set by each chamber’s leadership, discussed more fully below.

The joint entities are OLS, Office of Economic and Demographic Research (EDR), Office of Legislative Information Technology Services (OLITS), Office of Program Policy Analysis & Government Accountability (OPPAGA), Florida Historic Capitol Museum and Legislative Research Center (HC). The objective and solution may at some point in time, encompass these entities, however, the immediate goal is to implement the Solution in a phased approach in OLS only.

Pursuant to Rule 2.01, Joint Rules of the Florida Legislature (2014), OLS provides centralized administrative, management and support services to the Senate, House of Representatives and other legislative units. OLS follows a formal Retention Records Schedule which builds from the recommendations found in GS1-SL, General Record Schedule, by the Florida Department of State at http://dos.myflorida.com/media/693574/general-records-schedulegs01-sl.pdf, for minimum retention periods for public records. OLS reserves the right to extend the records retention period and current practice is to maintain any financial records indefinitely. OLS Purchasing currently maintains any and all information relative to procurements for five (5) fiscal years after award, provided applicable audits have been released.

OLS consists of the following:

- Finance and Accounting Office (including budget functions)
- Human Resources Office
- General Services Office
- Division of Law Revision and Information
- Purchasing Office
- Legislative Clinic
The F&A maintains accurate accounting records, audits and processes invoices and reimbursement claims, provides reports of accounting information as needed, and prepares and maintains accurate budget-related documents for all legislative units. F&A processes expenditures for the Legislature and all joint legislative entities from multiple accounts.

Intradistrict Expense Allowance funds constitute state dollars and legislators must account for them on a quarterly basis pursuant to intradistrict allowance plans that meet the substantiation requirements for an IRS accountable plan. Each month, each legislator receives the set allowance set by its chamber. At the end of each calendar quarter, each legislator receives a statement declaring the funds sent to the legislator for that quarter’s reporting period. Each member is required to file a quarterly report to F&A within ninety (90) days after the end of the quarter substantiating expenditures of the funds received in the accountable quarter. Legislators are required to repay all funds not expended as of that quarter’s report due date. Legislators not submitting the required report will be subject to IRS rules concerning non-accountable plans which include the withholding of federal income tax, Social Security and Medicare taxes. The Legislature has included its Intradistrict Business Processes as Attachment C.

F&A also processes travel reimbursements that are processed through an online travel system that was implemented in 2013. F&A has approximately twelve (12) years’ of these records, some of which may consist of hardcopy, data on CD’s, and data on a shared drive. These records are accessed, redacted, and produced quite regularly to public records requestors.

The Purchasing Office (Purchasing) administers and coordinates the purchase of commodities and services required for the proper functioning of the Legislature. It processes requests from program areas and places orders for items, administers formal competitive solicitations and informal requests for quotes, maintains purchase and contract files, and issues Visa Purchase Cards (PCards) to authorized legislative employees.

The current process for OLS Purchasing is as follows:

1. Budgetary quotes or purchase requisitions are submitted by the program area by hard copy or through email. These are assigned to OLS Purchasing staff who manually enter into a purchasing log (Excel spreadsheet) for assignment.
2. Purchasing sends out requests for quotes via email to at least two (2) vendors and for purchases over $35,000, sends out via email or MyFloridaMarketPlace (MFMP) and website link a formal competitive solicitation. Purchases may be issued and paid through the state’s purchasing system (MFMP) via a Purchase Order, the Legislature’s purchase order, a two party contract, or the Legislature’s Visa card (PCard) program.
3. Copies of the purchasing documents are scanned and saved to a shared drive and physically stored and entered into spreadsheets based on the purchase method.
4. Performs contract administration which includes preparing manual monthly, quarterly and yearly reports for the various contract managers and program areas regarding expiration of contractual services.
The purpose of the General Services Office (General Services) is to provide administrative support for the proper functioning of the Legislature through the Mail Services section, the Property Management section and the Safety Coordinator. The Property Management section is responsible for receiving, tagging, and tracking legislative property. For asset tracking purposes, pre-numbered property tags are assigned to assets based on category and value during the purchase process. General Services also includes document scanning which is responsible for scanning: vouchers, intradistrict quarterly reports, personnel records and public records requests. Files are stored on a shared drive and accessible only to authorized staff. The Solution should be scanner agnostic.

The Property Management Section will keep records on non-consumable property that has an expected life of one year or more and the value of which is $500 or more; except in the case of data processing related equipment, for which case records will be kept for all items the value of which is $100 or more. The records are maintained in the Legislature’s property management system and in the subsystem for the State (Florida Accounting Information Resource known as FLAIR) and adhere to the state law regarding capitalization of property.

The current process for General Services in regards to purchasing is as follows:

1. Once purchase requisition is approved, OLS Purchasing emails a copy of the requisition to Property and requests property tag numbers to be included on the Purchase Order.
2. Once Purchase Order is executed for a commodity, OLS Purchasing emails a copy of the purchase order and the vendor’s quote to Property Management for inventory receipt purposes.
3. Upon receipt of property, Property Management sends email to the contact person in the Program Area, OLS Purchasing, and F&A with scanned copy of the PO, vendor’s quote, and packing list.
4. OLS Purchasing places the Purchase Orders on a shared drive for F&A.

The current process for electronic storage for F&A is as follows:

1. When F&A pays invoices, a voucher is created in FLAIR, managed by the Department of Financial Services (DFS), with invoice, Purchase Order, P-card or contract and the receiving information from Property Management
2. General Services’ scans completed vouchers for retention purposes which are stored on a shared drive.

The Respondent can assume that all users have a State-standard desktop and/or laptop that by August 2017, will contain Microsoft Windows 10, Office 2013 for some users and Office 2016 for some users, and network connectivity with Microsoft Active Directory.

The Solution should be compatible with all current browsers and is expected to be available at all times, with the exception of planned outages.

Key software products currently used in OLS are as follows:
<table>
<thead>
<tr>
<th>Application</th>
<th>Primary User/Office</th>
</tr>
</thead>
<tbody>
<tr>
<td>EForms</td>
<td>Finance and Accounting</td>
</tr>
<tr>
<td>Legislative Travel System</td>
<td>Finance and Accounting</td>
</tr>
<tr>
<td>BlueZone</td>
<td>Finance and Accounting</td>
</tr>
<tr>
<td></td>
<td>Purchasing</td>
</tr>
<tr>
<td>Attachemate</td>
<td>Finance and Accounting</td>
</tr>
<tr>
<td>Filezilla</td>
<td>Finance and Accounting</td>
</tr>
<tr>
<td>Entire Connection</td>
<td>Finance and Accounting</td>
</tr>
<tr>
<td>Roxio Creator</td>
<td>Finance and Accounting</td>
</tr>
<tr>
<td>Virtual Clone</td>
<td>Finance and Accounting</td>
</tr>
<tr>
<td>Metafile</td>
<td>Finance and Accounting</td>
</tr>
<tr>
<td>Adobe (full &amp; professional)</td>
<td>Finance and Accounting</td>
</tr>
<tr>
<td>Microsoft Office</td>
<td>Everyone</td>
</tr>
<tr>
<td>FLAIR</td>
<td>Purchasing</td>
</tr>
<tr>
<td>MFMP (Ariba)</td>
<td>Purchasing</td>
</tr>
<tr>
<td>Adobe</td>
<td>Purchasing</td>
</tr>
<tr>
<td>BlueZone</td>
<td>General Services</td>
</tr>
<tr>
<td>FLAIR</td>
<td>Finance and Accounting</td>
</tr>
<tr>
<td>Incident Monitor (LIM)</td>
<td>General Services</td>
</tr>
<tr>
<td>Kofax</td>
<td>General Services</td>
</tr>
<tr>
<td>Adobe Acrobat Pro</td>
<td>General Services</td>
</tr>
</tbody>
</table>

As stated earlier in the ITN Objective, the Legislature requires that Phase 1 of the ECM implementation include at least the following, by **January 1, 2018**:

- All Finalized Intradistrict Expense Reports, including archives.

All other aspects of the ECM should be in place no later than **April 1, 2018**.

### 1.4 Mandatory Minimum Qualifications

A Respondent must meet all of the Legislature’s Mandatory Minimum Qualifications identified in the following Qualification Questions in order to be considered for award. Respondents will certify its adherence to the Mandatory Minimum Qualifications as part of their Technical Reply within the Transmittal Letter. The Legislature will not evaluate Replies from Respondents that answer no to any of the Qualification Questions:

a.) Does the Respondent confirm that it is registered with the Florida Department of State, Division of Corporations (Sunbiz.org), to transact business in the State, or, does the Respondent certify that, if awarded a contract under this ITN, it will register with the Florida Department of State prior to execution of the contract, or does the Respondent certify that it is not required to register with the Florida Department of State (see applicable sections of the Title XXXVI, Business Organizations, Chapters 605 through 623, F.S.)?
b.) Does the Respondent certify that the person submitting the Reply is authorized to respond to this ITN on Respondent’s behalf?

c.) Is the Respondent committed to enter into a negotiated contract based on this ITN and the Respondent’s Reply, including any Best and Final Offers (BAFOs) or Interim Revised Replies (IRRs)?

d.) Does the Respondent certify that it, and any proposed subcontractors, is not a Convicted Vendor or Discriminatory Vendor as defined in Florida law?

e.) Does Respondent certify that it, and any proposed subcontractors, is not 1.) on the Scrutinized Companies with Activities in Sudan List, 2) on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or 3) participating in a boycott of Israel (see section 287.135, F.S.)?

f.) Does the Respondent agree that all State Data is Confidential Information, which is generated, used or stored by Respondent pursuant to the prospective contract will reside and remain in the United States and will not be transferred or accessed out of the United States? Will the Respondent include language in any subcontractor agreements that data generated, used, or stored by the subcontractor pursuant to the prospective contract will reside in and remain in the United States and will not be transferred or accessed out of the United States?

g.) Does the Respondent certify that it is:
   a.) It is not currently under suspension or debarment by the State or any other governmental authority,
   b.) To the best of the knowledge of the person signing the Reply, the Respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
   c.) It currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
   d.) Its Reply is made in good faith and has been arrived at independently and without consultation, communication, or agreement with any other respondent or potential respondent.
   e.) It has fully informed the Legislature in writing of all convictions of the firm, its affiliates and all directors, officers, and employees of the business entity for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes the disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.
   f.) That it, nor any person associated with it, in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of state or federal funds:
      ♦ Has within the preceding three (3) years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining,
attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
♦ Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.

1.5 Term

The Legislature is contemplating a multi-year [fixed price, deliverable based] contract with an initial term and renewal periods in accordance with Florida law and is subject to legislative appropriations. The contract term will be determined during negotiations.

1.6 Contact Person

The Purchasing Agent is the sole point of contact from the date of this ITN’s release until award. All questions and requests for clarification of this ITN must be submitted in writing to the Purchasing Agent:

Marvin Williams, OLS Purchasing
111 West Madison Street, Room 874
Tallahassee, FL 32399-1400
Email address: Williams.marvin@leg.state.fl.us

***Include the ITN number in all emails to the Purchasing Agent in the Subject Line of the email***

Between the release of the ITN and the posting of the Notice of Intent to Award, if any, Respondents to this ITN, or persons acting on their behalf, including lobbyists, must not engage in any written or verbal communication with any employee or officer of the State’s legislative branch concerning any aspect of this ITN or regarding the merits of the Respondent. The Respondent will not engage in any lobbying efforts or other attempts to influence the Legislature or the evaluation or negotiation team in an effort to be selected. Violation of this provision may be grounds for rejecting a Reply.

Please note that questions will NOT be answered via telephone.

Only communications which are in writing may be considered as authorized communications on behalf of the Legislature.

SECTION 2 ITN PROCESS

2.1 General Overview of the ITN Process

The ITN is a method of competitively soliciting a contractual service pursuant to the Joint Policies and Procedures of the Florida Legislature (2014). The process will include a written question and answer
period, submission of Replies, followed by a demonstration, to identify responsive and responsible Replies, a review of Mandatory Minimum Qualifications, evaluation, negotiation, and award.

Respondents may submit formal questions in writing to the Purchasing Agent by the date listed in the Timeline of Events, using the question format table provided in the ITN.

The Mandatory Minimum Qualifications in order to be considered responsive are found in Section 1.4 above. If a Reply contains language which withdraws or negates commitments to requirements of the ITN or the draft contract contained in Attachment D or otherwise qualifies the Reply such that it is not a binding offer to contract under terms consistent with the requirements of this ITN, the submission may be deemed nonresponsive and rejected. Replies that fail to submit all required information may also be deemed nonresponsive.

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

### 2.2 Timeline of Events

The schedule in the following table reflects the Timeline of Events for this ITN. The Legislature reserves the right to make adjustments to this schedule by posting an addendum to the ITN website link at:

[http://www.leg.state.fl.us/purchasing/itn894/](http://www.leg.state.fl.us/purchasing/itn894/)

It is the responsibility of the Respondents to check the website link on a regular basis for any and all updates.

<table>
<thead>
<tr>
<th>Timeline of Events</th>
<th>Event Time, Eastern Standard time (EST)</th>
<th>Event Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>ITN posted on the website link</td>
<td>N/A</td>
<td>March 24, 2017</td>
</tr>
<tr>
<td>Deadline to Submit Questions</td>
<td>5:00 p.m.</td>
<td>March 31, 2017</td>
</tr>
<tr>
<td>Anticipated Posting Date for Answers to Respondent’s Questions</td>
<td>5:00 p.m.</td>
<td>April 5, 2017</td>
</tr>
<tr>
<td>Deadline to submit Replies</td>
<td>3:00 p.m.</td>
<td>April 14, 2017</td>
</tr>
<tr>
<td>Demonstration for Intradistrict Expense Report</td>
<td>N/A</td>
<td>Week of April 17th – 21st</td>
</tr>
</tbody>
</table>

### 2.3 Addenda to the ITN

The Legislature reserves the right to modify this ITN at any time by issuing addenda. Addenda will be posted on the website link. It is the Respondent’s responsibility to check the website link on a regular basis for any changes.

### 2.4 Contract Formation
The Legislature may enter into a Contract with the awarded Respondent. The Contract is attached as Attachment [INSERT]. This draft will be the basis for the awarded Contract although some of it may be negotiated, at the Legislature’s sole discretion during negotiations. The Legislature is not bound to enter into a contract with any Respondent unless, in its sole discretion, it determines that the Respondent represents the best value to the State and the Legislature is able to negotiate the conditions and price that it considers fair, competitive, and reasonable.

2.5 Disclosure of Reply Contents

All documentation produced as part of a Reply to the ITN will become the property of the Legislature and will not be returned to the Respondent unless the Reply is withdrawn prior to the Reply Opening. Replies are subject to section 119.071(1), F.S.

2.6 Modify Reply

Respondents may modify a Reply at any time prior to the Reply deadline. If a Reply has already been submitted prior to the Reply deadline, the previously-submitted Reply must be withdrawn before a modified Reply is submitted.

2.7 Meetings not Open to Public

The Legislature is not subject to section Ch. 286, F.S.

SECTION 3  REPLY INSTRUCTIONS

3.1 How to Submit a Reply

The Legislature is not liable for any cost incurred by a Respondent in responding to this ITN. The Respondent should examine carefully the contents of the ITN and be informed regarding all of its requirements. The Respondent should prepare Replies simply and economically, providing a straightforward, concise delineation of its capabilities to satisfy the requirements of this ITN. The Respondent should consider the attached Contract as baseline terms for submitting its reply. Respondents shall not provide a redlined version of the Contract as part of its Reply. The Technical and Cost Reply must be based on the assumption of the terms of the Contract.

The Reply submission should consist of:

- Technical Reply – one hardcopy and one electronic version (CD, DVD, or USB flash drive), each in redacted (if any) and non-redacted versions
- Cost Reply – one hardcopy and one electronic version (CD, DVD, or USB flash drive), each in redacted (if any) and non-redacted versions
The original hardcopy Replies must contain the originals of any documents required to be signed as part of the Reply submission (e.g., the original signed transmittal letter). The electronic copies must contain searchable, copyable content (i.e., not a copy-protected CD or scanned files).

Do not include in the Reply (including any software license agreement) any provisions unless such provisions are expressly negated in the Reply, which:

1.) Are inconsistent with Florida law;
2.) Exclude, prohibit, or negate other contract documents;
3.) Subject the State of Florida to the jurisdiction of another state; or
4.) Provide that the State will indemnify the contractor or any other person or entity.

3.2 Written Questions Format

Submit written questions in Microsoft Excel to the Purchasing Agent in accordance with the Timeline of Events, using the format of the table below.

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Document/Attachment Name or ITN Section Reference</th>
<th>Question</th>
</tr>
</thead>
</table>

3.3 Redacted Submissions

If the Respondent considers any portion of its Reply to be Confidential Information or exempt under Ch. 119, F.S., or other authority, then the Respondent must simultaneously provide the Legislature with an un-redacted version of the materials and a separate redacted copy of the materials the Respondent claims as Confidential Information or exempt from disclosure under Chapter 119, F.S. or other applicable state or federal law and briefly describe in writing the grounds for claiming the exemption, including the specific statutory citation for such exemption.

If submitting a redacted version of its Reply, mark the redacted copy with the ITN Name, number and name of the Respondent on the cover, and clearly title it, “Redacted Copy.” The redacted copy should only redact those portions of material that the Respondent claims are Confidential Information or exempt from Public Records law. The entire Reply 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 Public Records Law.

In addition, the Respondent should submit a separate index listing the Confidential Information or exempt portions of its Reply. The index should briefly describe in writing the grounds for claiming exemption from the Public Records Law, including the specific statutory citation for such exemption. The redacted copy will be used to fulfill public records and other disclosure requests. By submitting a Reply, the Respondent agrees to protect, defend, and indemnify the Legislature for any and all claims arising from or relating to the Respondent’s determination that the redacted portions of its Reply are
confidential or otherwise not subject to disclosure. If the Respondent fails to submit a redacted copy of its Reply, the Legislature is authorized to produce the entire un-redacted Reply submitted to the Legislature in response to a public records request.

SECTION 4 SELECTION PROCESS

4.1 Review of Mandatory Minimum Qualifications

Replies must satisfy all Mandatory Minimum Qualifications found in Section 1.4 above, in order to proceed into the evaluation process. Replies that fail to meet all of the Mandatory Minimum Qualifications will be deemed nonresponsive and may not be considered further in the evaluation process.

4.2 Evaluation Criteria

An evaluation team consisting of three or more members, will evaluate the Replies that meet the Mandatory Minimum Qualifications. Evaluators will be provided with the Technical Reply.

Respondents whose Replies meet the Mandatory Minimum Qualifications will be invited to provide demonstrations of the proposed Solution for Intradistrict Expense Reports, described in Attachment C, Intradistrict Business Processes. These demonstrations, including visuals, will become part of the Respondent’s Reply. Scoring of the Replies will occur after demonstrations of the proposed Solution for Intradistrict Expense Reports.

The table below provides a listing of the evaluation category and the maximum score for each evaluation category that will be used to score each Respondent.

<table>
<thead>
<tr>
<th>Evaluation Category</th>
<th>Reply Section</th>
<th>Maximum Score (Points)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Software</td>
<td>Software Functionality</td>
<td>10</td>
</tr>
<tr>
<td></td>
<td>• Redaction capability (2 pts.)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Ability to provide public-facing reports (2 pts.)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Convenience and batch scanning (2 pts.)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Multiple Field Indexing with alphanumeric values, including, but not limited to, vendor #, FLAIR organization code, name, contract or Purchase Order #, any word contained in the description of services of a Purchase Order) (2 pts.)</td>
<td></td>
</tr>
</tbody>
</table>

ITN #894, Enterprise Content Management
- Integration with Microsoft active directory with multiple domains that prohibit “spoofing” (2 pts.)

Proposed Statement of Work 5
Proposed Service Level Agreement 5
Demonstration of Intradistrict Expense Report process from inception to completion/submission
  - Report’s presentation and content (report should automatically populate dollar figures to ensure mathematical accuracy) (10 pts.)
  - Is the process easy to navigate with minimal effort by the end-user and intuitive to the end-user (2 pts.)
  - Workflow that allows removable notations and time and date stamps on report drafts (2 pts.)
  - Provision of signature secured with log in credentials for both preparer of report and approver of report (1 pts.)

<table>
<thead>
<tr>
<th>Implementation (Pre and Post)</th>
<th>Maximum Score – Software</th>
<th>35</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Schedule</td>
<td></td>
<td>5</td>
</tr>
<tr>
<td>Data Conversion and Migration</td>
<td></td>
<td>10</td>
</tr>
<tr>
<td>Testing, Training, and Deployment</td>
<td></td>
<td>5</td>
</tr>
<tr>
<td>Post-Implementation Support and Service Level Agreement</td>
<td></td>
<td>5</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Qualifications</th>
<th>Maximum Score – Implementation</th>
<th>25</th>
</tr>
</thead>
<tbody>
<tr>
<td>References</td>
<td></td>
<td>10</td>
</tr>
<tr>
<td>Prior Relevant Experience</td>
<td></td>
<td>5</td>
</tr>
<tr>
<td>Financial Statement Review</td>
<td>Pass/Fail</td>
<td></td>
</tr>
<tr>
<td>Assessment</td>
<td>Description</td>
<td>Evaluator Scale for 0–10 points</td>
</tr>
<tr>
<td>-------------</td>
<td>-----------------------------------------------------------------------------</td>
<td>---------------------------------</td>
</tr>
<tr>
<td>Superior</td>
<td>Reply or demonstration addresses the evaluation criterion completely, exhibits outstanding knowledge, creativity, innovation or other factors to justify this rating with very high confidence in the proposed approach</td>
<td>10</td>
</tr>
<tr>
<td>Excellent</td>
<td>Reply or demonstration addresses the evaluation criterion completes and addresses some elements of the requirements in an outstanding manner with high confidence in the proposed approach</td>
<td>8</td>
</tr>
<tr>
<td>Acceptable</td>
<td>Reply or demonstration adequately addresses the evaluation criterion or demonstrates sufficient experience related to the criterion with moderate confidence in the proposed approach</td>
<td>6</td>
</tr>
<tr>
<td>Fair</td>
<td>Reply or demonstration minimally addresses or meets some of the evaluation criterion or demonstrates nominal experience related to the criterion with low confidence in the proposed approach</td>
<td>4</td>
</tr>
<tr>
<td>Poor</td>
<td>Reply or demonstration inadequately addresses or meets a few to none of the evaluation criterion or demonstrates limited experience</td>
<td>2</td>
</tr>
</tbody>
</table>

The Legislature will perform a financial review to determine the integrity and reliability of the Respondent. The Legislature may use subject matter experts during this review. The review will include:

- Confirmation that the Respondent’s financial statements appear to reflect a financially stable firm and is responsible.

### 4.3 Evaluation Scoring Guidelines

Evaluation team members will assign only the scores allowed in the tables below for 0-10, 0-5, or 0-2 points, whichever is applicable, using no fractions, or decimals.

The table below provides the scoring guidelines to be used by evaluation team members when assigned the 0-10 points and 0-5 points for the criterion.
related to the criterion and with low confidence in the proposed approach

<table>
<thead>
<tr>
<th>Assessment</th>
<th>Description</th>
<th>Evaluator Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Missing</td>
<td>Reply or demonstration does not address the evaluation criterion or does not demonstrate experience related to the criterion</td>
<td>0</td>
</tr>
</tbody>
</table>

The table below provides the scoring guidelines to be used by evaluation team members when assigned the 0-2 points for the criterion.

<table>
<thead>
<tr>
<th>Assessment</th>
<th>Description</th>
<th>Evaluator Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Excellent</td>
<td>Reply fully meets all functionality and offers innovative solutions to meet specifications</td>
<td>2</td>
</tr>
<tr>
<td>Sufficient</td>
<td>Reply adequately meets the functionality and is generally capable of meeting the Legislature’s needs for specific items</td>
<td>1</td>
</tr>
<tr>
<td>Information Unacceptable</td>
<td>Insufficient information provided to be evaluated</td>
<td>0</td>
</tr>
</tbody>
</table>

4.4 Evaluation Details

Software

Functionality

The Legislature will review the Technical Reply for answers to criteria located in Section 4.2

Proposed Statement of Work

The Respondent will provide a proposed Statement of Work describing their understanding of the project.

The Legislature desires software that has robust capabilities for integration with other systems. The Respondent shall describe its application programming interface (APIs) and other capabilities for External System integration.

The Respondent shall describe the administrative, physical, and technical safeguards implemented to protect State data in accordance with accepted industry practices for information security, which includes, but is not limited to, hardware and software hardening procedures recommended by CIS guide, STIG, or similar industry best practices to reduce any surface vulnerability. The Respondent will includes its routine procedures for conducting regular external vulnerability testing.

The Respondent should include a payment plan that is deliverable based (no numbers in the Technical Reply) and should also include proposed deliverable acceptance criteria.

The Legislature will review the Technical Reply for answers to the following questions:
• Did the Respondent’s proposed Solution demonstrate its knowledge and clearly articulate how the Solution will meet the needs of the Legislature?
• Has the Respondent proposed a licensing and maintenance approach that supports a phased implementation, if necessary?
• Did the Respondent recommend and clearly articulate the technical requirements needed for the Legislature in regards to a SaaS or on premise Solution?
• Is all of the functionality provided as a part of the primary software product or are customizations and configurations, additional expenses, necessary to address the functional requirements?
• Did the Respondent effectively communicate how the software and software modules integrate to create a total solution?

Demonstration for Intradistrict Expense Report

After the submittal of the Replies, the Legislature will schedule a Demonstration for Intradistrict Expense Report via a Webinar, at a mutually convenient time, before the evaluations are completed. The Respondent should demonstrate the following:

• Workflow that is more efficient for each of the parties than current process (F&A staff and district staff)
• Report’s ease of use
• Provision of prompt deadlines for user tasks

Implementation (Pre and Post)

Project Schedule

The Respondent will include the proposed implementation approach and methodology for the Project. The Respondent is expected to provide a thorough explanation of its rationale for its proposed phasing and implementation and how the proposed Solution satisfies the Solution goals in the ITN. Propose deliverables/work products and a responsibility matrix for the Solution. Include a description of the project staffing approach and list all of the proposed staff on the team, including subcontractors, and a brief description of their roles, including the roles and staffing needed by the Legislature. Please include related previous project experience and specify where staff worked together on the same project. Includes resumes for each role to be filled by the Respondent’s key staff.

The Legislature will review the Technical Reply for answers to the following questions:

• Did the Respondent provide a reasonable and achievable project schedule that aligns with the implementation approach?
• Did the Respondent effectively demonstrate an understanding of, and the ability to perform the Project Management Services?
• Is the proposed implementation approach reasonable, clearly described, and based on the Respondent’s evidence of previous success on a project of similar complexity and scope?
• Are the project management responsibilities clear for both the Legislature and the Contractor staff? Is the separation of responsibilities clearly defined and does the distribution seem reasonable?

Testing, Training & Deployment

The Respondent will include the testing approach and plan, including the involvement of end-users and stakeholders and waved rollout considerations. Include the description of recommended testing and testing validation methodology. Include a proposed training plan delineating the appropriate training for all end-users of the system.

The Legislature will review the Technical Reply for answers to the following questions:

• Did the Respondent effectively describe the role and level of involvement of users and other stakeholders during analysis and design and configuration and development and testing?

Data Conversion and Migration

The Respondent will include and describe proposed data conversion and data migration strategies considering the Project Schedule. Be specific as to Respondent’s recommendations and proposal with respect to the number of years of legacy data that will be migrated to the new solution and how any legacy data Respondent does not propose to migrate be maintained and accessible to the new Solution as archive data.

The Legislature will review the Technical Reply for answers to the following questions:

• Did the Respondent effectively demonstrate an understanding of the complexity of data conversion as it relates to migration activities and the Project Schedule?

Post Implementation Support

Describe the Respondent’s proposed post-implementation support. The Respondent should include the contingency plans for business and system continuity. The Respondent should include the type of warranty that will be offered and how issues that fall under warranty be addressed by the Respondent.

The technical support should, at a minimum, provide support during normal business hours on business days, a ticketing and/or tracking system for reported issues (both defects, project-specific and enhancement requests), and provide access for all authorized personnel to see and update the issue in the ticketing/tracking system. The Respondent must provide how it will provide and maintain a Problem Escalation Procedure for routine and emergency situations.
The Respondent will provide the proposed Service Level Agreement for the Solution including performance credits and/or financial disincentives for performance. Describe the proposed performance metrics to be included within a service level agreement as well as financial disincentives for failure to meet those performance measures. The Legislature is most interested in system uptime, planned downtime, application performance (such as initial long-in, time to retrieve and present initial page, time to save one image to the repository), problem response time for critical, high, medium and low severity problems, and problem resolution time for critical, high, medium and low severity.

Qualifications

Respondent References

- The Respondent shall provide the reference contact information highlighted in yellow on Attachment A, Reference Form, for exactly three (3) public sector projects similar in size and scope as to the one contained herein. The evaluation team will pick two (2) of the three (3) references to contact and complete the attached form based on the information received from the reference. The Legislature will average the scores and allocate up to 10 points total.

Prior Relevant Experience

The Respondent will provide a detailed narrative describing projects it has performed that are similar in size and scope to this one for governmental entities. The Respondent will include a description of the Respondent’s Project staffing approach and organizational chart that coincides with the Project Schedule. The Respondent should list all of the proposed staff, including Subcontractors, and include related previous project experience of the proposed staff, along with their resumes. For any staff that are not yet known, include the proposed role, expected experience, and certifications, if any.

- Does the proposed staff of Respondent appear to have the experience, qualifications, and training to effectively perform the role for which they are proposed?

Financial Review (Pass Fail)

Described above.

Cost

For purposes of evaluation, the Respondent must provide a total cost for all products and services necessary to meet the Legislature’s specifications in the ITN. The Cost score will be calculated by the Purchasing Agent and each Cost Reply will be scored by use of the following formula:

\[
\text{Cost Reply Score} = \left( \frac{\text{Lowest Cost of all Replies}}{\text{Cost of Reply being evaluated}} \right) \times \text{Maximum Score for Cost Reply}
\]
The Respondent should include a Cost Reply for each proposed Solution (i.e. one Reply for SaaS, if SaaS Solution, and one Reply for on-premise, if proposing an on-premise solution)

4.5 Negotiation

After evaluation, the Legislature will compile the final evaluation scores to determine the competitive range of Replies reasonably susceptible of award. The Legislature may then select one or more Respondents within the Competitive Range with which to commence negotiations (concurrently or sequentially) or may reject all Replies. The Legislature will establish a negotiation team to conduct the negotiations and make an award recommendation after determining which Respondent presents the best value based on the selection criteria.

Selected Respondent(s) will be invited to provide more detailed clarifications of their Replies, to provide interactive presentations of the Replies, and to enter into negotiations with the Legislature. Any information that the Respondent provides during negotiations constitutes an Interim Revised Reply (IR) and becomes part of the Respondent’s Reply.

Based on the clarifications, presentations (if any), and negotiations, the Legislature will either award the contract to the Respondent who provides the best value for the Legislature or reject all replies. The Legislature may at any time during the negotiations eliminate a Respondent from further consideration or stop negotiations with a Respondent. The Legislature reserves the right to conclude negotiations at any time and proceed to contract award.

The negotiation team may consider any information obtained during evaluation but is not bound by evaluation scoring. The negotiation team may reassess any of the evaluation determinations and may consider any additional information that comes to its attention during the negotiations.

The Legislature is not bound to enter into a contract with any Respondent unless the Respondent is determined to provide best value to the State and the Legislature is able to negotiate the conditions and cost that it considers fair, competitive, and reasonable. Negotiations may include discussions of the terms, conditions, costs, Statement of Work and related Services to be provided by the Respondent. The negotiation team reserves the right to engage in scoring or may arrive at its recommendation by discussion.

Respondents may be provided an opportunity to recommend enhanced value alternatives and provide information and options during negotiations. The Legislature reserves the right to negotiate different terms and related price adjustments if the Legislature determines that such changes would provide the best value to the State. The negotiation team may address each proposed alternative during negotiations but is under no obligation to accept a proposed alternative.

The Legislature will schedule negotiation sessions and distribute instructions and/or agendas in advance of each negotiation session. The Legislature reserves the right to require attendance at negotiation sessions by particular representatives of the Respondent.
4.6 Revised Replies/Best and Final Offers

During the negotiations, the Legislature may request clarifications and revisions to Replies (including revised replies, best and final offers, and revised best and final offers) until it is satisfied that it has achieved the best value to the State.

4.7 Other Rights during Negotiations

The Legislature reserves the right at any time during the negotiation process to:

- Conduct reference checks and due diligence investigation of any Respondent;
- Schedule additional negotiation sessions with any or all responsive Respondents;
- Require any or all responsive Respondents to provide additional, revised, or final Replies addressing specified topics;
- Require any or all responsive Respondents to provide a written best and final offer;
- Require any or all responsive Respondents to address Services, prices or conditions offered by any other Respondent;
- Decline to conduct further negotiations with any Respondent;
- Arrive at an agreement with any responsive Respondent, finalize principal contract terms with such Respondent, and terminate negotiations with any or all other Respondents, regardless of the status of or scheduled negotiations with such other Respondents;
- Re-open negotiations with any Respondent; and,
- Include subject matter experts or other interested persons in negotiations with vendors, vendor presentations, and meetings at which negotiation strategies are discussed.

4.8 Basis of Award and Final Selection

After negotiations are conducted, the Legislature intends to award a Contract to the responsible and responsive Respondent whose Reply, or Best and Final Offer, if applicable, is assessed as providing the best value to the State by using the selection process. Selection criteria will include the following at a minimum:

- Respondent’s articulation, innovation, and demonstrated ability of the proposed approach to meet the Legislature’s Solution goals and the requirements of this ITN;
- Experience and skills of Respondent’s proposed Staff relative to the proposed approach;
- Respondent’s pricing and overall costs to the Legislature.

The negotiation team may modify or add to this selection criteria. The negotiation team members may numerically score Respondents or the final decision may be made based on a majority vote of the team members. Responsiveness may be assessed at any point in the selection process.

The Legislature will consider the total cost of the Contract, including renewal years as submitted by the Respondent. The Legislature reserves the right to accept or reject any and all offers, or separable portions thereof, and to waive any minor irregularity, technicality or omission if the Legislature determines that doing so will serve the best interest of the State. The Legislature retains the sole discretion to deem an irregularity as minor.
The Legislature will coordinate a contract for signature, substantially in the form attached in this ITN, between the Legislature and the awarded Respondent, as soon as possible after the posting of the notice of intent to award on the website.
Attachment A – Reference Form

Respondent’s Name: ____________________________________________________________

Reference Organization Name: __________________________________________________

Reference Provided by:

Name: __________________________________________ Project Role: ______________
Email: ________________________________ Telephone number: ________________
Date: ________________________________

NOTE: All references must be for systems currently in production. The evaluation team will contact the reference provided and utilize the following questions to score the reference:

<table>
<thead>
<tr>
<th>Description</th>
<th>Score Scale</th>
</tr>
</thead>
<tbody>
<tr>
<td>Excellent</td>
<td>5</td>
</tr>
<tr>
<td>Good</td>
<td>4</td>
</tr>
<tr>
<td>Adequate</td>
<td>3</td>
</tr>
<tr>
<td>Marginal</td>
<td>2</td>
</tr>
<tr>
<td>Poor</td>
<td>1</td>
</tr>
<tr>
<td>Information Unavailable</td>
<td>0</td>
</tr>
</tbody>
</table>

DO NOT WRITE BELOW THIS LINE – TO BE COMPLETED BY LEGISLATURE

<table>
<thead>
<tr>
<th>Performance of Contractor</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.) How would you rate the Contractor’s management and adherence to the project budget and schedule?</td>
<td></td>
</tr>
<tr>
<td>2.) How would you rate the Contractor’s responsiveness in terms of providing information and resolving issues?</td>
<td></td>
</tr>
<tr>
<td>3.) How would you rate the knowledge and expertise of the Contractor in terms of the services provided to you?</td>
<td></td>
</tr>
<tr>
<td>4.) How would you rate the Contractor’s overall performance in terms of meeting your needs?</td>
<td></td>
</tr>
<tr>
<td><strong>Total Average Score (Total Score/4=Average)</strong></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Project Information</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>5.) Project contract Value?</td>
<td></td>
</tr>
<tr>
<td>6.) Project description (including project start and end dates)</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td><strong>7.</strong> Description of implementation services</td>
<td></td>
</tr>
<tr>
<td><strong>8.</strong> Product provided as SaaS or on site?</td>
<td></td>
</tr>
<tr>
<td><strong>9.</strong> Comments</td>
<td></td>
</tr>
<tr>
<td><strong>10.</strong> Adjustment to Score from Comments based on project information that is similar in scope and size, as follows:</td>
<td></td>
</tr>
<tr>
<td>Very similar in scope, size, and relevance to this project</td>
<td>0 point</td>
</tr>
<tr>
<td>Somewhat similar in scope, size, and relevance to this project</td>
<td>1 point deduction</td>
</tr>
<tr>
<td>Not similar in scope, size and relevance to this project</td>
<td>2 points deduction</td>
</tr>
<tr>
<td><strong>11.</strong> Total Score</td>
<td></td>
</tr>
</tbody>
</table>
SECTION 1  TECHNICAL REPLY STRUCTURE

Follow the format of the Technical Reply as outlined below. Label all tabs appropriately. Use the file name shown in the “Electronic Copy File Name” column below for the digital copies. Adherence to this format is necessary in order to support the efficient and effective evaluation of Replies. Do not include pricing or cost information in the Technical Reply.

<table>
<thead>
<tr>
<th>Technical Reply Content</th>
<th>Electronic Copy File Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title Page</td>
<td>TR-Title Page-Respondent name.docx</td>
</tr>
<tr>
<td>Transmittal Information</td>
<td>TR-Transmittal Letter-Respondent name.docx</td>
</tr>
<tr>
<td>Software Vendor Letter(s)</td>
<td>TR-Software Letter-Respondent name.docx</td>
</tr>
<tr>
<td>TAB 1 – Executive Summary</td>
<td>TR01-ExecSumm-Respondent name.docx</td>
</tr>
<tr>
<td>TAB 2 – Primary Respondent Profile</td>
<td>TR02-PrimaryProfile-Respondent name.docx</td>
</tr>
<tr>
<td>TAB 3 – Subcontractor Company Profile</td>
<td>TR03-SubProfile-Respondent name.docx</td>
</tr>
<tr>
<td>TAB 4 – Project Facilities and Office Equipment</td>
<td>TR04-Fac_Equip-Respondent name.docx</td>
</tr>
<tr>
<td>TAB 5 – Proposed Statement of Work</td>
<td>TR05-SOW-Respondent name.docx</td>
</tr>
<tr>
<td>TAB 6 – Proposed Project Schedule</td>
<td>TR06-ProjectSchedule-Respondent name.docx</td>
</tr>
<tr>
<td>TAB 7 – Proposed Data Conversion and Migration</td>
<td>TR07-DataConversionMigration-Respondent name.docx</td>
</tr>
<tr>
<td>TAB 8 – Proposed Testing, Training and Deployment</td>
<td>TR08-Testing,Training,Deployment-Respondent name.docx</td>
</tr>
<tr>
<td>TAB 9 – Proposed Post Implementation Support with Service Level Agreements</td>
<td>TR09-PostSupport-Respondent name.docx</td>
</tr>
<tr>
<td>TAB 10 – References</td>
<td>TR10-References-Respondent name.docx</td>
</tr>
<tr>
<td>TAB 11 – Prior Relevant Experience</td>
<td>TR11-Experience-Respondent name.docx</td>
</tr>
<tr>
<td>TAB 12 – Financial Statements</td>
<td>TR12-Financial Statements-Respondent name.docx</td>
</tr>
</tbody>
</table>

Provide the following content for each of the sections of the Technical Reply as described below.

1.1  Title Page
   - “TECHNICAL REPLY”
   - ITN Title
   - ITN Number
   - Respondent’s Name
   - Respondent’s Business Address
   - Respondent’s Telephone Number
   - Contact for Respondent (through the procurement process)
   - Email address and Phone Number of Primary Contact for Respondent

1.2  Transmittal Information
Include a transmittal letter on the letterhead of the entity submitting the Reply addressed to the Purchasing Agent, dated and signed by an individual who has the authority to bind the Respondent. Include the following:

- the submitting organization;
- the name, title, email address of the person participating in negotiations and is authorized to bind a contract on behalf of the organization;
- A list identifying all organizations proposed as Subcontractors or software providers;
- A Yes/No reply to each of the Legislature’s Mandatory Minimum Qualifications in the ITN.

### 1.3 Software Vendor Letters

Include a letter signed by an individual authorized to legally bind each vendor of the software products forming Respondent’s proposed Solution with the following certifications:

- The vendor offers generally available maintenance and support services for the proposed software to, among other things, keep the software current with the operating environment in which it is designed to function and correct material defects in the software, and that the vendor will continue to offer such maintenance and support services for [vendor insert proposed number of years] from the submission date of Replies;
- The vendor agrees that legislative representatives may contact the vendor directly to make inquiries concerning vendor’s software;
- The vendor agrees that Florida law will govern the interpretation and enforcement of the license agreement or other related agreements governing the State’s use of the vendor’s software and that all claims and disputes arising under or concerning such agreements will be resolved exclusively in state or federal courts in Leon County, Florida;
- The vendor has read, understands, and affirms the representations being made by the Respondent with respect to the vendor’s software in the replies.

### 1.4 Executive Summary

Include an Executive Summary that provides an overview of the proposed Solution in such a way as to provide the Legislature with a broad understanding of the Reply, including proposed products and services, and how these proposed services and products address the provisions requested in the ITN.

Include the Respondent’s planned implementation timeline showing the Respondent’s proposed Phases, stages and associated deliverables, approach and explanation of how the staff proposed are best qualified to perform the services.

### 1.5 Primary Respondent Profile
Include a detailed narrative description of Respondent’s organization and background. Include the following in the narrative:

- **Organization**
  - Brief overview of business operations
  - Date established
  - Ownership (public, partnership, subsidiary, etc.)
  - Location of Respondent’s principal place of business
  - Office Location(s) responsible for performance of proposed tasks
  - Qualifications and demonstrated experience with projects with the public sector of similar size, scope and complexity that enable it to meet the requirements of the ITN, including any unique capabilities relevant to this project
  - An index listing the confidential information or exempt portions of the Reply

- **Background**
  - Full disclosure of any potential conflict of interest
  - Full disclosure as to whether, within the last 10 years, the Respondent has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, and if so, an explanation providing relevant details
  - Full disclosure of any of the following that have occurred within the last 10 years and a certification that the Respondent will notify the Purchasing Agent within ten (10) business days that it first becomes aware of any such proceeding, including: (a) criminal litigation, proceedings or Securities Exchange Commission, public agencies, and law enforcement investigations involving the Respondent or any of its then current officers or directors; or (b) civil litigation, arbitration or proceeding, to which the Respondent is a party, and which involves:
    - Software systems development or systems integration projects and which either relate to an amount in excess of $1,000,000 or might reasonably be expected to adversely affect the viability or financial stability of Contractor or any Subcontractor, or
    - A claim or written allegation of fraud against Contractor or any Subcontractor hereunder by a governmental or public entity arising out of their business dealings with governmental or public entities.

- Full disclosure of any public sector software systems development or systems that were terminated for cause or convenience in the past five (5) years either by the Respondent (or its Subcontractor) or by the public entity

- Copies of Respondent’s most recent, independently audited, financial statements. If independently audited financial statements do not exist, document the reason and, instead, submit sufficient information, including financial statements for the two (2) most recent fiscal years, to enable the Legislature to assess the financial stability of the Respondent. Financial statements must be prepared according to Generally Accepted Accounting Principles (GAAP) as published by the Financial Accounting Standards Board.
The Legislature reserves the right to request that the Respondent submit additional financial information the Legislature deems necessary to complete its assessment; and

- Submit a copy of the Respondent’s most recent SSAE 16 reports or SOC audit report, if applicable for any facilities Respondent proposes or plans to use for performance of the Services. Label it Confidential and redact it from the Redacted Version of the Reply.

1.6 Subcontractor Company Profile

Include the following information above for each subcontractor:

- Organization
  - Brief overview of business operations
  - Date established
  - Ownership (public, partnership, subsidiary, etc.)
  - Location of Respondent’s principal place of business
  - Office location(s) responsible for performance of proposed tasks
  - Qualifications and demonstrated experience with projects with the public sector of similar size, scope and complexity that enable it to meet the requirements of the ITN, including any unique capabilities relevant to this project
  - An Index listing the confidential information or exempt portions of the Reply

- Background
  - Full disclosure of any potential conflict of interest
  - Full disclosure as to whether, within the last 10 years, the Respondent has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, and if so, an explanation providing relevant details
  - Full disclosure of any of the following that have occurred within the last 10 years and a certification that the Respondent will notify the Purchasing Agent within ten (10) business days that it first becomes aware of any such proceeding, including: (a) criminal litigation, proceedings or Securities Exchange Commission, public agencies, and law enforcement investigations involving the Respondent or any of its then current officers or directors; or (b) civil litigation, arbitration or proceeding, to which the Respondent is a party, and which involves:
    - Software systems development or systems integration projects and which either relate to an amount in excess of $1,000,000 or might reasonably be expected to adversely affect the viability or financial stability of Contractor or any Subcontract, or
    - A claim or written allegation of fraud against Contractor or any Subcontract hereunder by a governmental or public entity arising out of their business dealings with governmental or public entities.
Full disclosure of any public sector software systems development or systems that were terminated for cause or convenience in the past five (5) years either by the Respondent (or its Subcontractor) or by the public entity.

1.7 Facilities and Office Equipment

Include a description of project facilities, office equipment, and technical architecture that will need to be provided to implement your Solution and indicate whether your Solution is SaaS or on premise Solution.

The Respondent must list any software that the Legislature is required to purchase or license. This includes, but is not limited to, server operating systems, end-user clients, tools, system components, data bases, and browser plug-ins. For each software, the following information must be provided:

- Name
- Manufacturer
- Purpose/Use
- Version
- Number of licenses (split by user type, if applicable)
- License type (user, CPU, node, transaction volume, etc.)
- License term (annual, perpetual)
- License restrictions, if any
- Copy of maintenance agreement
- One-time and recurring charges for licensing and maintenance
- Description of Respondent’s relationship with manufacturer (Reseller, partner, etc.)

Tabs 5-13, as described above in Section 4.
ATTACHMENT C
Intradistrict Business Processes

• Chamber leadership sets the fixed intradistrict expense monthly allowance amount approximately every two years. All newly-elected members receive instructions regarding the creation of a bank account for the intradistrict expense allowance which is in the member’s name and utilizing the member’s social security number.
• The first monthly allowance warrant (check) is either hand-delivered or mailed via USPS to the member’s district office or home address.
• Members complete an Electronic Funds Transmittal (EFT) request, a paper document that is sent to the Dept. of Financial Services (DFS). Once DFS is in receipt of an EFT form, it can take four to six weeks before the member begins receiving the monthly allowance electronically. If the EFT form is not completed and submitted to DFS quickly, paper warrants are created and mailed to the members.
• Eventually, all monthly allowances are delivered electronically.
• Members must account for the expenditures made from the monthly allowances received during a quarter:
  o January through March (quarterly report due June 30)
  o April through June (quarterly report due September 30)
  o July through September (quarterly report due December 31)
  o October through December (quarterly report due March 31)
• The quarterly report (writeable Excel spreadsheet attached), which consists of instructions, the report, and an expense spreadsheet, is available to members on the legislative Intranet.

Completing the Quarterly Report
• Every expense and deposit is entered into the expense spreadsheet. Items entered on the expense spreadsheet are populated automatically to the expense section of the quarterly report.
• This expense section cannot be altered; changes can only be made on the expense spreadsheet.
• The remaining quarterly report fields are completed by entering:
  o the amount of monies received during the quarter,
  o any deposits that were made,
  o the date range for rents paid,
  o any excess expenses (this could occur on the second and subsequent report but not on the first quarterly report when newly-elected.)
• The member or his designee generally emails a scanned (pdf) copy of the draft expense report and spreadsheet, with backup documentation substantiating the expense (i.e., copies of receipts, travel documents), for preliminary review; if not, F&A requests via email/phone the supporting documentation be sent.
• F&A reviews the report and spreadsheet, asks for supporting documentation, if necessary.
• During the review process, several telephone and email communications occur between F&A and district staff regarding insufficient supporting documentation, and reminders to submit the final report. Sometimes, F&A must contact the member directly to receive incomplete information.
Once the report is reviewed, sometimes multiple times, the member signs the report and sends the original report, along with all supporting documentation, via U.S. Mail to F&A. Original receipts are retained in the member’s possession in accordance with the rules of each chamber.

If a member has sent a letter designating and delegating a legislative aide the authority to sign an expense report, then the aide signs the original report and sends with all supporting documentation, via U.S. mail to F&A.

Once final quarterly report is received in F&A, F&A reviews those documents with prior drafts and notes.

If report is accurate and no monies are owed to the Legislature, F&A sends a notification of completion email to member and/or designated aide.

If report is accurate but monies are owed to the Legislature, F&A sends an email notification to the member or designated aide of the amount of money that is owed to the Legislature.

If there are overpayments (monies owed to the Legislature), F&A enters the specific details (the name, amount, purpose, and how repaid) in an Excel spreadsheet to which F&A staff refers to when reviewing the next quarterly report.

If there are problems with the final quarterly report, F&A will notify the member or designated aide via email/phone of the issues to be corrected.

Finalized quarterly reports are scanned by General Services, along with substantiating documentation, and stored on a shared drive.

Process is repeated the next quarter.

At the end of the last quarter in a calendar year (October through November), F&A sends emails each member specifying the total amount of intradistrict monies received during the quarter and advising the member of the report deadline.

The intradistrict quarterly report (or summary) is attached. There are three tabs in the excel document – Quarterly Summary, Expense Spreadsheet and Instructions. The Quarterly and Expense tabs are tied together, so to speak, in that as you type in the expense spreadsheet, totals from the spreadsheet auto populate to the Quarterly Summary.
# LEGISLATIVE QUARTERLY SUMMARY OF DISTRICT ACTIVITY

Revised
12/8/2016

For the Months: ____________________________  
Year: ____________________________  
Name: ____________________________  
District Office No: ____________________________

## ALLOTMENTS
See instructions on limitations of allotments

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1a</td>
<td>Amount of allotment</td>
</tr>
<tr>
<td>1b</td>
<td>Deposits (list separately with explanations)</td>
</tr>
<tr>
<td></td>
<td>Total deposits</td>
</tr>
<tr>
<td>2</td>
<td>Total allotments</td>
</tr>
</tbody>
</table>

## EXPENSES
See instructions for substantiation and limitations of expenses

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td>Travel (substantiation required)</td>
</tr>
<tr>
<td>4</td>
<td>Rent / District Office</td>
</tr>
<tr>
<td>4a</td>
<td>Rent paid for the period from ___________ to ___________</td>
</tr>
<tr>
<td>5</td>
<td>Utilities</td>
</tr>
<tr>
<td>6</td>
<td>Telephone</td>
</tr>
<tr>
<td>7</td>
<td>Postage</td>
</tr>
<tr>
<td>8</td>
<td>Office Supplies</td>
</tr>
<tr>
<td>9</td>
<td>Repairs and Maintenance</td>
</tr>
<tr>
<td>10</td>
<td>Information Services</td>
</tr>
<tr>
<td>11</td>
<td>Furniture and Equipment (attach form if applicable)</td>
</tr>
<tr>
<td>12</td>
<td>Other Expenses</td>
</tr>
</tbody>
</table>

## 13
Excess expenses from previous quarter (line 16 of previous report) | 13 |

## 14
Total expenses (add lines 3 through 13) | 14 $ |

## 15
Amount of refund due the Florida Legislature | 15 |

*Line 2 is greater than line 14, subtract line 14 from line 2 = refund.*
<table>
<thead>
<tr>
<th>16. Amount of excess expenses for next quarter</th>
</tr>
</thead>
<tbody>
<tr>
<td>Line 14 is greater than line 2, difference = excess expenses for next quarter.</td>
</tr>
</tbody>
</table>

I hereby certify the above are proper charges incurred in the discharge of my official duties as a Member of the Florida Legislature and that receipts substantiating the above expenses, as per IRS Code and Regulations, are available for inspection upon request.

Keep a copy for your records.

<table>
<thead>
<tr>
<th>Signature:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date:</td>
</tr>
<tr>
<td>-----------------------------------------------</td>
</tr>
</tbody>
</table>
## EXPENSE SPREADSHEET

*(Please add additional lines as needed above the TOTAL line)*

<table>
<thead>
<tr>
<th>CHECK NUMBER</th>
<th>TRAVEL</th>
<th>RENT</th>
<th>UTILITIES</th>
<th>PHONE</th>
<th>POSTAGE</th>
<th>OFFICE SUPPLIES</th>
<th>REPAIRS</th>
<th>INFORMATION SERVICES</th>
<th>FURNITURE AND EQUIPMENT</th>
<th>OTHER</th>
<th>(List other)</th>
</tr>
</thead>
<tbody>
<tr>
<td>12</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| TOTAL        | $0.00  | $0.00| $0.00     | $0.00 | $0.00   | $0.00           | $0.00   | $0.00                | $0.00                  | $0.00 | $0.00       |

Total $0.00 $0.00 $0.00 $0.00 $0.00 $0.00 $0.00 $0.00 $0.00 $0.00 $0.00 $0.00
Instructions for preparation of the Legislative Quarterly Summary of District Activity report

The report is due at the end of the month after the close of the quarter and should be sent to the Office of Legislative Services, Finance and Accounting Office, Room 701 Claude Pepper Building, 111 West Madison Street, Tallahassee, Florida 32399-1400. Due dates for the report are included in the Allowable Intradistrict Expense Chart available on the Legislative Intranet.

ALLOTMENTS: The total of appropriate deposits to the account during the quarter in which you are reporting.

1a. Amount of allotment: Enter the total of the intradistrict funds received and deposited for the quarter reported. Any month for which funds are received outside the quarter reported should not be included on this line.

1b. Deposits: Enter and list separately all deposits. Deposits include any funds other than the monthly allotment. All additional deposits should be substantiated with copies of deposit slips or bank statements.

2. Total allotments: The total of lines 1a and 1b are automatically calculated.

EXPENSES: Reference the Allowable Intradistrict Expense chart available on the Legislative Intranet under Finance and Accounting for determination of payments which can or cannot be made from intradistrict funds. For questions on expenses not listed in the Allowable Intradistrict Expense chart please contact OLS Finance & Accounting.

The reporting period for expenses can be 1 of 2 methods:

A. Method 1: Reporting period for expenses will include expenses paid during the quarter reported. The reporting period for expenses will not include expenses incurred after the close of the quarter.

B. Method 2: Reporting period for expenses may include expenses paid during the quarter reported and expenses paid in the next quarter up to the date the report is due.

EXPENSE SPREADSHEET (Tab 2 of Report): All payments made for expenses are reported on this form by listing all amounts in consecutive order by check number or debit date under the appropriate category. Any expenses paid out of the intradistrict fund must be supported by invoices or receipts and maintained in the District Office to be available for inspection upon request. Begin each report by locating the last expenditure placed on the previous report and list the next expenditure. If it is a new account, begin with the first expenditure. To verify the Expense Spreadsheet all expenses should be traced to a bank statement. The category totals on the Expense Spreadsheet will be transferred to the appropriate expense line on the Quarterly Summary (Tab 1 of Report) automatically.

3. Travel: The total expenses paid for travel. Travel must be substantiated for a report to be complete. Toll and parking receipts, rental car receipts, airplane tickets, hotel bills and taxi receipts need to be included with the report. A business reason for all travel including mileage within the district must also be provided and may be included on a completed Intradistrict Expense Travel Report form.

Supplemental per diem or mileage: When intradistrict funds are used to supplement travel expenses for previously reimbursed travel, please provide copies of travel forms from the travel system on which these travel expenses were reimbursed. Supplements for per diem and mileage may not exceed the approved federal per diem or approved federal mileage rates for the period of travel.

4. Rent: The total rent paid for the quarter reported.

4a. Enter the period for which the rent payments were made.

5. Utilities: The total expenses paid for utilities for the District Office, including electric, water, sewage and garbage.
6. Telephone: The total expenses paid for telephone charges for Legislative business use only.

7. Postage: The total expenses paid for postage charges.

8. Office Supplies: The total expenses paid for office supplies.

9. Repairs and Maintenance: The total expenses paid for repairs and maintenance of the District Office or District Office equipment.

10. Information Service: The total expenses paid for newsletters, cable and subscriptions.

11. Furniture and Equipment: The total expenses paid for furniture and equipment. If any single purchase is greater than $99.99, please complete a State of Florida Furniture and Equipment form and return it with the report.

12. Other Expenses: Miscellaneous expenses paid. On the Expense Spreadsheet each item listed under other expenses should have a description in the list other column. This line should not include travel line items. Other expenses: Membership Dues, Registration Fees and Ticketed Events must be substantiated with a receipt for the report to be complete.

13. Excess expenses from previous quarter: Enter amount from line 16 of previous quarterly report (if none leave blank). These are the expenditures that exceeded your previous quarter's allotment.

14. Total expenses: The total of lines 3 through 13.

15. Amount of refund due the Florida Legislature: If Total allotments, Line 2, is more than Total expenses, line 14, line 15 will result in a refund due. A check from the account should be written to the Florida Legislature for the amount listed on line 15. The check should be sent with the report to complete the reporting process. **A refund listed on a quarterly report cannot be listed as an expense in another quarter.** The check used as a refund should be listed on an Expense Spreadsheet in the sequence it occurs with no amount listed in the other column, but a description (for example: Quarterly Refund) in the list other column.

16. Amount of excess expenses to next quarter: If Total allotments, Line 2, is less than Total expenses, line 14, that difference will be reflected as an excess of expenses listed on line 16 and should be included on line 13 of the next quarterly report. The excess expenses are the total amount of expenses not needed to account for the total quarterly allotment and therefore are reported on the next quarterly report.
ATTACHMENT D
Contract for Services

This Contract, between the Florida Legislature (Legislature), by and through the Office of Legislative Services (OLS), and the ______________________ (Contractor0, a ______ corporation authorized to do business in Florida, each individually as a Party and collectively referred to as the Parties, is effective as of the date last signed below (Effective Date).

WHEREAS, the Contractor responded to the Legislature’s Invitation to Negotiate (ITN) # [insert];

WHEREAS, the Legislature has determined that the Contractor’s offer provides the best value to the State;

WHEREAS, the Legislature hereby retains the Contractor to provide the services described herein in accordance with the terms and conditions of this Contract;

NOW THEREFORE, in consideration of the foregoing and their respective covenants contained herein, the parties hereto agree as follows:

Contract Documents

These terms and conditions together with the following attached documents, constitute the Contract between the Parties hereto and sets forth their entire understanding and agreement with respect to the subject matter of the Contract. In case of a conflict between these terms and conditions and any attachment to the Contract, then the Contract shall control.

In the case of conflict between or among Contract Attachments, the hierarch of precedence is as follows:

- The Contract
- ITN #[insert] as modified by applicable Addenda to the ITN
- Contractor’s Best and Final Offer
- Contractor’s Revised Replies, if applicable
- Contractor’s Reply to the ITN

Contract Amendments may expressly change the provisions of this Contract. If they do so expressly, then the most recent of them will take precedence over conflicting provisions of any earlier document forming part of the Contract.

Contract Term

The term of this Contract (Contract Term) will commence on the Effective Date and remain up and through [insert term]. At the option of the Parties, the Contract may be renewed for successive renewal periods up the length of the original Contract Term, in whole or in part, based upon the prices and rates for the contractual services set forth herein.

Contract Services

The Services and Deliverables to be rendered by the Contractor pursuant to this Contract are defined and described in detail in the Statement of Work. The Legislature will consider the Contractor to be the
sole point of contact with regards to all contractual matters under this Contract, including payment of any and all charges for Services, whether performed by the Contractor or by a subcontractor to the Contractor.

**Contractor Staff**

The Contractor shall have full responsibility for the successful performance and completion of all of the Services. All persons assigned by the Contractor to perform Services under this Contract shall be employees, independent contractors of the Contractor or shall be approved Subcontractor Staff. For purposes of this Contract, independent contracts of the Contractor or its Subcontractor shall be subject to the same terms and conditions of this Contract as if they were employees of the Contractor or Subcontractors. The Contractor is responsible for all acts and omissions of Contractor Staff and Subcontractor Staff under or relating to this Contract as if they were the acts or omissions of the Contractor.

In providing Contractor or Subcontractor Staff to perform the Services, the Contractor agrees to comply with all applicable laws, including those pertaining to eligibility, non-discrimination and working conditions. The Contractor will be responsible for validating the identity of each individual and for ensuring that all Staff have proper working permits and immigration status, as applicable, at all times while assigned to perform Services.

All Staff will be at all times considered employees or agents of the Contractor and will not be considered employees or agents of the Legislature. As between the Contractor and the Legislature, the Contractor is solely responsible for payment of all wages, salaries, benefits, and other amounts due to or in respect of all Staff that may accrue to such Staff. The Contractor will also be solely responsible at all times for all financial, reporting, and legal obligations as the employer of such Staff, including, U.S. and non-U.S. social security or other mandatory social welfare benefit programs, all income and contributory income taxes and withholdings in any jurisdiction, unemployment taxes and compensation, workers’ compensation insurance and protections, and statutory and other benefits.

The Contractor will manage, supervise and provide direction to all Staff and otherwise cause them to comply with the obligations and restrictions applicable to the Contractor under this Contract.

The Contractor will not assign to the Project any person who has been convicted of any criminal offense involving dishonesty, a breach of trust, or money laundering, or who has been convicted of a felony.

The Contractor will assign an adequate number of all Staff to perform the Services who are properly educated, trained, experienced, and fully qualified for the duties they are assigned to perform. The Legislature will have the right to review the qualifications of and approve the assignment of all Staff assigned to perform Services under this Contract.

The Contractor shall provide the Key Staff identified in the Statement of Work. The Legislature will have the right to approve in writing the initial assignment, as well as any proposed reassignment or replacement, of any Key Staff. Before assigning any Key Staff, the Contractor will notify the Legislature of the proposed assignment, introduce the individual to the appropriate legislative representatives, and provide the Legislature with a resume and any other information about the individual reasonably requested by the Legislature. The Legislature reserves the right to interview the individual before
granting written approval. The Contractor will maintain a reasonable backup plan designed to ensure continuity of Project in the event any Key Staff leaves or is removed from the Project for any reason.

**Subcontracting**

The Contractor is permitted to utilize Subcontractors approved in writing by the Legislature. The Legislature considers the Contractor as the sole point of contact with regard to all contractual matters. A list of the Subcontractors, if any, approved by the Legislature as of the execution of this Contract, is set forth in the [insert]. During the Contract Term, Subcontractors may be substituted with the prior written approval of the Contract Manager.

The management of Subcontractors is the responsibility of the Contract, and the Contract shall remain responsible for the performance of its Subcontractors to the same extent as if the Contractor had not subcontracted such performance. All payments to Subcontractors shall be made by the Contractor. The Legislature’s written approval of any Subcontractor shall not relieve the Contractor of any obligations or performance required under this Contract. Upon request by the Legislature, the Contractor shall provide a copy of any Subcontractor Agreement or Contract to the Legislature.

**Legislature’s Contract Manager**

The Contract Manager is the legislative employee who is primarily responsible for overseeing the Contractor’s performance of its duties and obligations pursuant to the terms of this Contract.

The Legislature’s Contract Manager is: Karen Chandler, OLS Coordinator, 111 West Madison Street, Rm. 874, Tallahassee, FL 32399; email: chandler.karen@leg.state.fl.us.

All notices under this Contract shall be served upon the Legislature by email with a hardcopy follow up, sent by reputable courier service) with signature required) or in person, to the Legislature’s Contract Manager.

**Contractor’s Authorized Representative**

This individual shall have the authority to make binding commitments on the Contractor’s behalf. The Contractor reserves the right to replace its Authorized Representative without a Contract amendment. Such changes will be documented in writing to the Legislature’s Contract Manager.

The Contractor’s Authorized Representative is:

**Contract Changes**

This Contract may not be modified, amended, extended, or augmented, except by a writing executed by each Party’s authorized representative. Any changes that result in a change in cost will require a Contract Amendment.

**Payment**

The Legislature will pay the Contractor for performing the Services and fulfilling the Contractor’s duties and obligations under this Contract in accordance with [payment schedule]. The Contractor acknowledges that the out-of-pocket expenses that Contract expects to incur in performing the Services
(such as, but not limit to, travel, document reproduction) are included in the Contractor’s price and hourly rates, if applicable, for the Services. The Contractor’s out-of-pocket expenses are not separately reimbursable by the Legislature.

Each invoice will be accurate and include the level of detail necessary to satisfy the Legislature’s pre-audit and post-audit requirements. In voices for tasks performed on a time and materials basis shall include or be accompanied by sufficient documentation to support the invoiced charges, including the number of hours of billable work performed, a narrative description of the tasks performed, and copies of the timesheets submitted by Staff who performed tasks billed on a time and materials basis. The Legislature.

All payments will be made in accordance with 2.15 and 2.151, Joint Rules of the Florida Legislature (2014).

The Legislature is exempt from Federal Excise Tax, State and Local sales Taxes, and Use Tax with respect to the sale of, and use of tangible personal property and should not be included in any invoices.

Public Records

The Contractor must provide requested public information including 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 Florida law. The Legislature may unilaterally terminate the Contract for Cause if the Contractor refuses to allow public access to Public Records as required by law.

All requests to inspect or copy Public Records made to the Contractor relating to the Contract must be sent directly to the Legislature within a reasonable time period for the Legislature to respond to the request. If the Contractor has a reasonable, legal basis to assert that any portion of the records are confidential, proprietary, trade secret or otherwise not subject to disclosure, the Contractor must provide the Legislature with a separate redacted copy of the records the Contractor claims as exempt and briefly describe in writing of the grounds for the exemption in the Florida Public Records law, including the specific statutory citation for such exemption. The redacted copy should only redact those portions of the records that the Contractor claims are exempt.

If a requester asserts a right to the portions of records claimed as exempt, it is the Contractor’s responsibility to assert that the portions of records in question are exempt from disclosure. The Contractor shall be responsible for defending its determination that the redacted portions of its records are exempt.

Data Security

The Contractor shall provide immediate notice to the Legislature’s Contract Manager in the event it becomes aware of any security breach involving any unauthorized access to, transmission, or loss of any or all of the state data and provide immediate notice of any allegation or suspected violation. Except as required by law or legal process and after notice to the Legislature, the Contractor shall not divulge to third parties any Confidential Information obtained by any Staff in the course of performing the Services, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the Legislature. The Contractor shall 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 the State’s Data will reside in the Contractor’s system, the Legislature 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.

No State Data will be transmitted, stored, or processed outside the United States of America, regardless of method, except as required by law. Access to State Data shall only be available to approved and authorized Staff that have a legitimate business need. All State Data “at rest” and “in transit” must be encrypted in accordance with industry standards.

**Hosting of State Data**

At least once a year during the Contract Term, the Contractor will engage a recognized, independent security firm to perform, as part of the Services, a formal security review or audit of any facilities at which the Contractor hosts any State Data. The review or audit will be carried out in conformance with the ISO/IEC 27001 and 27002 standards. If the audit reveals an actual or potential vulnerability with the potential to adversely affect any State Data, the Contractor will provide a summary of the relevant finds to the Legislature for review and comment within ten (10) business days after completion of the audit report. The Contractor will also correct any security vulnerabilities identified in the report and within the Contractor’s or Subcontractor’s scope of responsibility or control within thirty (30) days and report the actions taken and results achieved in a follow up report delivered to the Legislature promptly after the actions are taken.

**Data Access**

**Background Checks and Screening.** All Staff who will have access to State Data will undergo level two (2) background checks and screenings, including fingerprinting, at the Contractor’s expense before any Services involving access to State Data are performed.

**Personally Identifiable Information (PII).** PII is defined as any information that, either individually or when combined with other information, could be used to distinguish or trace an individual’s identity, such as their name, address, telephone number, social security number, date and place of birth, mother’s maiden name, account information including information regarding an individual’s education, financial transactions, medical history, criminal history and employment history. This definition also includes “personal information” as defined in section 501.171, F.S.

The Contractor will comply with all laws applicable to PII and the handling, security and transfer in any relevant jurisdictions. The Contractor will be and will remain familiar and in compliance with all laws and changes in laws applicable to (i) the organization and security measures to be implemented and maintained by the Contractor to safeguard PII, and (ii) the restrictions or prohibitions on the use of or discourse of PII by the Contractor and all Staff.

The Contractor will not use PII for any purpose other than the fulfillment of the Contractor’s obligations under the Contract. The Contractor will take appropriate action to cause all Staff and representatives
having access to PII to be advised of, receive training on, and comply with the terms of the Contract regarding their handling of PII.

When interaction with legislative staff, the Contractor will only disclose or transmit PII to those legislative staff who have been authorized to receive it by the Legislature.

If Staff will have access to “protected health information” (as defined by the HIPAA privacy rule), the Contractor will execute a business associate agreement with the Legislature, in a form acceptable to the Legislature.

If the Contractor has knowledge of any unauthorized disclosure of or access to PII, the Contractor will, in addition to its other obligations under this Contract, cooperate with the Legislature in providing any notices that the Department deems appropriate.

To the extent any unauthorized disclosure of or access to PII is attributable to a breach of the Contractor’s obligations under the Contract, the Contractor will bear the costs incurred by the Contractor in complying with its legal obligations relating to such breach, and in addition to any other damages for which the Contractor may be liable under the Contract, the costs incurred by the Legislature in complying with section 501.171, F.S. In responding to such breach, to the extent applicable.

Ownership and Use Rights

State Data. The State is and will remain the owner of all State Data made available by the State to the Contractor, and all modifications to it, regardless of whether the Contractor or the Legislature is in possession or control of the State Data. The Contractor and its Subcontractors will not use the State Data for any purpose other than providing the Services, nor will any part of the State Data be disclosed, sold, assigned, leased or otherwise disposed of to the general public or to specific third parties or commercially exploited by or on behalf of the Contractor.

COTS Software. COTS software constitutes background intellectual property and, as such, it will be and remain the property of its owner. Unless this Contract expressly provides otherwise, for purposes of this Contract, any modifications or updates to, or derivative works of, COTS software produced or delivered under this Contract will be owned by the owner of the COTS software and will, upon its creation, be deemed to be part of the COTS software licensed to the State under the applicable license agreement.

Representations and Warranties

Contractor’s Representations and Warranties. The Contractor represents and warrants to the Legislatures as follows:

(a) The Contractor has the requisite power and authority to enter into and perform the Contract without the need to seek any further approvals or authorizations.
(b) The Contractor is not under any obligation or restriction that would interfere in any way or conflict with it providing the Services and performing its other obligations under the Contract and the Contractor will not assume any such obligation or restriction during the Contract Term.
(c) Prior to entering into the Contract, the Contractor has conducted all due diligence necessary for the Contractor to satisfy itself that it is able to provide the Services under the Contract.
(d) The Contractor will provide the Services in accordance with the reasonable direction provided by the Legislature in order to minimize disruption to its operations.
(e) The Contractor is qualified and registered to conduct business in all locations.
(f) All written information furnished to the Legislature by the Contractor in connection with this Contract, including the Contractor’s Reply, is to the best of the Contractor’s knowledge and belief true, accurate, and complete, and does not omit any material facts the omission of which would case the Reply to be misleading.
(g) The Contractor possesses or has obtained (or will obtain at the Contractor’s expense) all necessary rights and licenses to provide the Services in accordance with the Contract and convey to the Legislature the ownership rights and grant rights and licenses free from any claims of infringement, misappropriation or violation of another party’s intellectual or industrial property rights.
(h) The Services will be of the type and quality described in the Statement of Work and will be performed by adequate numbers of qualified individuals with suitable training, education, experience, and skill, in a diligent and professional manner and in accordance with applicable industry and legislative standards and practices.
(i) The Contractor will perform the Services in a manner that complies with all applicable laws rules or regulations.
(j) All Components of the Solution will be compatible and will properly inter-operate and work together as a fully integrated system, and the Solution as a whole will be fit for its intended purposes as described in the ITN.
(k) The Contract Attachments identify all equipment software necessary for the Solution to perform and operate in compliance with the terms and other standards of performance contained in this Contract.
(l) The Solution will be accompanied by documentation that covers all of the Solution’s functions and features and is sufficiently instructive to enable a typical State user to use the Solution effectively and efficiently.
(m) The Contractor shall ensure that, as to its products and services and those it develops for the Legislature, the electronic and information technology accessibility requirements of Section 508 of the Rehabilitation Act Amendment, 29 USC 794 are met, if applicable. The Electronic and Information Technology standard can be found at http://ww.section508.gov/.

Insurance

Coverage. The Contractor shall purchase and maintain insurance at the Contractor’s expense, including, but not limited to, with such terms and limits that are commensurate with other companies with similar numbers of employees, similar revenues and similar industry.

(a) Commercial General Liability Insurance written on a form at least as
(b) Workers’ Compensation Insurance
(c) Professional Liability Insurance
(d) Employee Fidelity and Computer Crime Insurance
(e) Business Automobile Liability Insurance
(f) Umbrella Liability Insurance
(g) Property Insurance, including Extra Expense and Business Income coverage
(h) Privacy Liability and Network Security Insurance
(i) Employment Practices Liability Insurance coverage.

If requested at any time by the Legislature, the Contractor within twenty (20) business days after such request, the Contractor shall furnish to the Legislature certificate(s) of insurance and complete copies of the policies including any applicable endorsements.

The Contractor shall maintain all required insurance coverage throughout the term of the Contract.

Upon request, the Contractor shall provide to the Legislature certificates of insurance evidencing the required overages with the following provisions:

- Notice of Insurer Attempt to Cancel: The Contractor shall not allow its insurer to cancel the insured’s coverage or allow it to expire without reasonable prior written notice being given to the Legislature.
- Notice of Failure to Pay Premium: The Contractor shall give or require prompt notification to be given to the Legislature of any failure by the Contractor, to pay premiums or of any other change in the status or scope of the required coverage. The Contractor shall give or require reasonable prior notice to be given to the Legislature in advance of any changes in coverage.

Indemnification

The Contractor shall fully indemnify, defend, and hold harmless the Legislature from any claims, suits, actions, damages, losses, costs and expenses of every name and description (including legal costs and expenses), arising from or relating to an actual or alleged violation, misappropriation, or infringement by the Contractor or a Subcontractor, or be the Service or any deliverable, of a trademark, copyright, patent, trade secret or other form of intellectual property or proprietary right or right of privacy, provided, however, that the foregoing obligations shall not apply to the extent, if any, that the claimed injury (if true) would be attributable to and would not have occurred but for the Legislature’s misuse or modification of the Contractor’s deliverables or the Legislature’s operation or use of the Contractor’s deliverables in a manner not contemplated by the Contract.

The Contractor shall be fully liable for the actions of its employees, agents, partners and Subcontractor and shall fully indemnify, defend, and hold harmless the State Indemnitees from suits, actions, damages, and costs of every name and description, arising from or relating to:

- Any claim that, if true, would arise from or be attributable to fraud, theft, or embezzlement by the Contractor, a Subcontractor or any other Staff;
- Any claim that, if true would arise from or be attributable to an intentional tort, willful misconduct (including intentional breach of contract), unlawful conduct, or negligence of the Contractor (or any entity or person for which the Contractor is responsible); provided, however, that the Contractor shall not be required to indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the Legislature.

The duty to indemnify will continue in full force and effect notwithstanding the expiration or early termination of the Contract.
The Legislature will not, and does not, indemnify the Contractor for any costs or services. Any provision, implication or suggestion to the contrary is null and void. Nothing herein shall be construed as waiving the sovereign immunity of the State.

**Service Level Agreement**

The Service Level Agreement sets forth the framework and associated mechanisms the Parties will use to monitor and manage certain aspects of the Contractor’s performance under the Contract. Among other things, the Service Level Agreement establishes financial consequences to be payable to the Legislature by the Contractor, in the event of the Contractor’s unexcused failure to meet applicable Service Levels as defined in the Service Level Agreement(s).

**Contractor’s Performance Bond**

As a means of securing the Contractor’s obligation to produce and deliver the Solution in accordance with the requirements of his Contract, on or prior to the effective date of this Contract, the Contractor shall obtain and deliver in a form acceptable to the Legislature and in an amount equal to 100 percent of the Contract’s initial value. Any failure to obtain and deliver the performance bond to the Legislature, or to secure its renewal annually during the Contract Term, shall constitute a material breach of the Contract by the Contractor. At each renewal, its face value will be made equal to the then-current Contract value. The bond should be issued by a reliable surety who is licensed to do business in the State of Florida and have a minimum Best’s Policyholder Rating of A- or Performance Index Rating of VI from Best’s Key Rating Guide, and must including the following conditions:

(i) **Beneficiary** – the Legislature shall be named as the sole beneficiary of the bond. The Contractor’s bond shall provide that the insurer or bonding company shall pay the amount of the bond directly to the Legislature promptly upon receiving the Legislature’s written demand for payment.

(ii) **Notice of Attempt Change or Failure to Pay Premiums** – The Legislature shall receive twenty (20) business days prior written notice of any attempt to cancel or to make any other material change in the status, coverage or scope of the bond. The bond shall require the bond’s issuer to give the Legislature prompt written notice the Contractor’s failure to pay any bond premium when due.

(iii) **Premiums** – The Legislature shall not be responsible for any premiums or assessments of the bond.

(iv) **Purpose of the Bond** - The purpose of the performance bond is to protect the Legislature against any loss sustained as a result of the Contractor’s failure to faithfully perform the Services in the manner required by the Contract or to fulfill the Contractor’s other obligations under the Contract.

**Excusable Failure**

Neither Party will be liable for any delay in or failure of performance of its obligations under this Contract to the extent such delay or failure is caused directly by fire, flood, earthquake, elements of nature or acts of God, riots, civil disorders, rebellions or revolutions in the United States, or any other
cause beyond the reasonable control of such Party (Force Majeure Events) provided the non-performing Party are without fault in causing such default or delay.

**Termination, Default, and Remedies**

The Legislature has the right to terminate the Contract for cause, for convenience, or for the Legislature’s non-appropriation or non-release of funds. A written notice will be provided to the Contractor prior to termination.

**Termination for Convenience.** The Legislature may terminate this Contract for its convenience (i.e., for any reason or no reason), in whole or in part. Reasons for such termination shall be left to the sole discretion of the Legislature. The Legislature shall have the right to terminate by providing the Contractor thirty (30 days written notice of termination. The Contractor’s sole and exclusive remedy in respect of such termination is recovery of the price for all work completed and accepted through the effective date of termination and on a percent complete basis for all works-in-progress.

**Termination for Non-Appropriation or Non-Release of Funds.** The Legislature’s obligations to perform and pay under this Contract are contingent upon an annual appropriation and subsequent release by the Legislature.

**Termination for Cause.** The Legislature has the right to terminate the Contract by written notice of termination for cause and without further liability or penalty to the State for any of the following reason, each of which shall constitute an Event of Default:

(i) The Contractor fails to pay any and all entities, individuals and the like furnishing labor or materials in connection with the Contract or as required herein;

(ii) The Contractor fails to provide the Deliverables and Services as required under the Contract;

(iii) The Contractor commits any material breach of this Contract;

(iv) The Contractor discontinues the performance of the work required under the Contract;

(v) The Contractor employs any unauthorized aliens as defined herein;

(vi) The Contractor is debarred, suspended, or removed as an authorized vendor by any State or federal agency;

(vii) The Contractor fails to abide by any statutory, regulatory, or licensing requirement;

(viii) The Contractor fails to correct within a commercially reasonable time any work that the Legislature has rejected as unacceptable or unsuitable;

(ix) Entry of an order of relief under the United States Bankruptcy Code or the appointment of a general receiver or trustee in bankruptcy of the Contractor’s business or property;

(x) The Contractor loses or is denied authority to carry on a trade or business in Florida;

(xi) The Contractor makes or has made an intentional material misrepresentation or omission in any materials provided to the Legislature;
(xii) The Contractor fails to provide and maintain the required insurance;

(xiii) The Contractor fails to maintain the Performance Bond;

(xiv) The Contractor fails to promptly pay and all taxes or assessments imposed by and legally due to the State;

(xv) The Contractor refuses to allow the Legislature access to all documents, papers, letters, or other material subject to the provisions of Chapter 11, F.S., made or received by Contractor in performance of the Contract and not otherwise deemed confidential, proprietary or a trade secret;

(xvi) The Contractor refuses to allow auditor access as required by the Contract;

(xvii) The Contractor permits State Data to be transmitted, viewed, or accessed outside the United States except where not expressly permitted to do so by the Legislature;

(xviii) The Contractor engages or changes Subcontractor(s) in violation of this Contract;

(xix) The Contractor fails to comply with Data security and confidentiality provisions in the Contract;

(xx) The Contractor is assessed financial consequences for at least three (3) consecutive months;

(xxi) The Contractor is assessed financial consequences for a total of five (5) or more months out of 12 months; and/or

(xxii) The Legislature discovers that any material information provided by the Contractor in connection with the procurement or performance of this Contract is false.

The Legislature may also terminate for case for any other reason identified elsewhere in the Contract as an Event of Default, if the Event of Default is incapable of being cured, or, in the case of an Event of Default that is capable of being cured, if it has not been cured with thirty (30) business days after the Contractor’s receipt of written notice from the Legislature declaring an Event of Default and requesting that it be cured (the “Cure Period”).

Should the Contractor fail to perform all Services under the Contract, the Contractor shall be liable to the Legislature for any fees, costs, or expenses that the Legislature may incur in securing and paying a substitute provider to complete performance of the affected Services.

Rights and Obligations under Termination

If this Contract is terminated by the Legislature for any reason, the Contractor shall:

(j) Stop all work as specified in the Legislature’s termination notice,

(ii) take any action that may be necessary, or that the Legislature may direct, for preservation and protection of Deliverables or other property derived or resulting from this Contract that may be in the Contractor’s possession or control,
(iii) return all materials and property provided directly or indirectly by the Legislature to the Contractor,

(iv) transfer title in, and deliver to, the Legislature, unless otherwise directed, all Deliverables and any software licenses resulting from the Contract.

Regardless of the basis for the termination, the Legislature is not obligated to pay or otherwise compensate, the Contractor for any lost expected future profits, costs, or expenses incurred with respect to Services not actually performed for the State.

If any such termination by the Legislature is for cause, the Legislature shall have the right to set-off against any amounts due the Contractor the amount of any damages for which the Contractor is liable to the State under this Contract pursuant to applicable law or equity.

Any termination of this Contract by the Legislature shall be with full reservation of, and without prejudice to, any rights or remedies otherwise available with respect to any claims arising prior to or as a result of such termination. These rights and remedies are distinct, separate and cumulative remedies and not one of them, whether exercised or not, shall be deemed to be in exclusion of any other. The election of one remedy shall not be construed as a waiver of any other rights and remedies the Legislature has under this Contract, at law, or in equity.

If the Contractor fails to cure an Event of Default within the time provided, the Legislature shall have the right to re-procure any goods and/or services that were to have been provided by the Contractor but were not so provided and, that in addition to its other remedies, the Contractor is responsible for all costs incurred by the Legislature and any additional costs incurred to procure and receive the Services required by this Contract from other sources.

**Advertising**

The Contractor shall submit to the Legislature any and all press releases, marketing materials, and other forms of publicity relating to this Contract, and further agrees not to publish or use press releases or other forms of publicity regarding the Services to be provided hereunder without obtaining the Legislature’s prior written consent.

**Assignment**

The Contractor shall not assign this Contractor nor delegate any of its duties or obligations under this Contract, to any other Party, without the prior written consent of the Legislature, which consent shall not be unreasonable withheld.

**Compliance with Laws**

The Contractor shall comply with all applicable laws in providing the Services and performing its other duties and obligations under the Contract.

**Conflict of Interest**

The Contract must have no conflict of interest as described in Chapter 112, F.S.

**Consents and Approvals**
Except as expressly provided otherwise herein, if either Party requires the consent or approval of the other Party for the taking of any action under this Contract, such consent or approval shall be in writing and shall not be unreasonably withheld or delayed.

Entire Contract

This Contract and any amendments thereto, constitute the full and complete Contract of the Parties hereto and supersedes any prior contracts, arrangements and communications, whether written or oral, with respect to the subject matter hereof.

Further Assurances

The Parties will, subsequent to the Contract Effective Date, and without any additional consideration, execute and deliver any further legal instruments and perform any acts that are or may become necessary to effectuate the purposes of this Contract.

Good Standing

The Contractor must maintain good standing as a Florida or Foreign profit or non-profit corporation, partnership, limited liability company, or other recognized business entity authorized to transact business pursuant to the laws of this State.

Lobbying

The Contractor shall not expend any State funds for the purpose of lobbying the Legislature, the executive or the judicial branch of state government.

Governing Law and Jurisdiction

This Contract shall be governed by, and construed in accordance with, the laws of the State of Florida, with venue in Leon County, Florida, in whichever court jurisdiction may be proper. Each Party waives any right to a jury trial in any proceeding arising out of or related to this Contract.

No Waiver

Unless otherwise agreed, the delay or failure by either Party to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of that Party’s right thereafter to enforce those rights.

Severability

If any term or provision of this Contract is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of the Contract.

Independent Contractor

Each Party is considered an independent entity and as such shall not have any authority to bind or commit the other. Under no circumstance shall one Party’s employees be construed to be employees of the other Party and neither Party’s employees shall be deemed “leased” employees of the other.

Survival
Any provision of this Contract that imposes continuing obligations on the Parties including the Parties’ respective warranty, indemnity and confidentiality obligations, shall survive the expiration or termination of this Contract for any reason.

The Legislature and the Contractor have caused this Contract to be duly executed by their respective authorized representatives on the dates indicated below:

Florida House of Representatives

By: __________________________
Date: _______________________

Florida Senate

By: __________________________
Date: _______________________

Contractor

By: __________________________
Date: _______________________