

REQUEST FOR QUOTATION
RFQ NO. IC 14/15-06

FLORIDA DEPARTMENT OF FINANCIAL SERVICES
FLAIR & CMS REPLACEMENT PROJECT

Business Process Standardization Support Services

Statement of Work
and Request for Quote

CAUTION: Trade secrets are not solicited or desired, as submissions with Responses. Respondents **are advised to submit a redacted version of the Response if Respondent considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority. This redacted copy shall be clearly titled “Redacted Copy.”** Failure to provide a redacted version when confidentiality is claimed by the Respondent may be cause for determination of non-conformance.

1. Purpose.

The Department of Financial Services (“DFS”), FLAIR & CMS Replacement (“FCR”) Project Team (“Customer”) is issuing this Statement of Work (“SOW”) to define the scope and requirements of this task order (“Task Order”) and to request quotes and responses (“Response” or “Proposal”) to this Request for Quotes pursuant to the State Term Contract for Management Consulting Services, No. 973-000-14-01 and Information Technology (“IT”) Consulting Services, No. 973-561-10-1, Project Area 1.

This Task Order is needed to provide Business Process Standardization Support Services to the FLAIR & CMS Replacement Project Team.

2. Background.

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

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

In 2002, the Legislature appropriated funding for the then Department of Banking and Finance¹ to undertake a project to replace the accounting and cash management subsystems, FLAIR and CMS, respectively. Project Aspire, as it was called, suffered insurmountable challenges and was ultimately cancelled in 2007. In 2013, the Department of Financial Services began efforts to evaluate the options and best approach for replacing the FLAIR and CMS.

A. Florida Accounting Information Resource - FLAIR

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

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

FLAIR is a mature subsystem, supported at the data center located within DFS. FLAIR is fully implemented in 35 state agencies with approximately 12,000+ individual users at 400+ accounting

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

office sites throughout the State. FLAIR typically processes 95+ million accounting transactions, accounting for a \$90+ billion budget, and pays 180,000+ State personnel, annually. Not all agencies use FLAIR exclusively for their accounting functions. Further, there are numerous specialized accounting methods and compensating systems used by state agencies in addition to FLAIR.

B. Cash Management System - CMS

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

C. The FLAIR Study

In accordance with proviso language in Section 42 of the 2013 General Appropriations Act (“GAA”), DFS procured the services of an independent consulting firm to complete a study (the “FLAIR Study”) to recommend either replacement or remediation of FLAIR and CMS. The Study, completed by The North Highland Company in partnership with Grant Thornton and Thomas, Howell, Ferguson (the “North Highland Team”), included an assessment of implementing an Enterprise Resource Planning (“ERP”) System for the State of Florida and an inventory of agency systems interfacing with FLAIR.

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

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

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

For full details, the FLAIR Study may be found at:

<http://www.myfloridacfo.com/Division/AA/FLAIRStudy.htm>

D. FLAIR and CMS Replacement Project Structure and Timeline

The multi-year FLAIR and CMS Replacement Project (the “Project”) will have four parts or “phases”:

1. Pre-DDI – this initial phase (the Pre-Design, Development and Implementation or “Pre-DDI” phase) includes planning, business process re-engineering, and procurement of the ERP solution
2. DDI Phase 1 – this phase will implement the ERP solution focusing on FLAIR’s core processes and select CMS functions
3. DDI Phase 2 – this phase will expand the State’s use of ERP functionality for improved business operations

4. Operations and Maintenance – this phase overlaps all other phases and will include support for existing FLAIR, support of ERP FLAIR, and the upgrade of the ERP

The Project is currently in the Pre-DDI phase. During the various phases, it is envisioned that the Project will have multiple “tracks” or work streams that are staffed to simultaneously support the mission of the Project. The Tracks that are planned for Pre-DDI vary from the FLAIR Study slightly and are:

- BPS – Business Process Standardization
- OCM – Organizational Change Management (will include Workforce Transformation)
- SDS – Systems & Data Strategy
- PMO – Project Management Office (will include Procurement)

Chapter 4 of the FLAIR Study provides more detail about the Implementation Strategy including the timelines, Tracks and the recommended approach for this and future phases.

The goals of the Business Process Standardization Track (“BPS Track”) include the assessment and documentation of a standardized business process model, standard business process workflows, and requirements for the State of Florida’s new financial management system. The State BPS Team seeks to leverage a consulting firm’s experience to bring demonstrated expertise, tools, and templates to validate and support the approach planned for BPS activities, and their staff’s time to create project documents and financial process standardization. The consulting firm will be responsible for performing support services in the BPS Track (BPS Support Services), which will include the following major outputs:

- Creation of the Standard Business Process Models for State of Florida financial functions
- Assessment and documentation of functional requirements for the State’s new financial management system solution
- Identification and documentation of potential policy changes needed to support standardization and best practices in financial management
- Formulation of the requirements evaluation methodology and support for the evaluation and negotiation of requirements throughout the procurement of the Software & System Integrator (“SSI”)
- Evaluation of Requirements Traceability Matrix options for future Project implementation

The FLAIR Study market research found that states able to mandate and enforce consistent business processes had lower overall support and maintenance costs in their new financial management systems, because of efficiencies gained due to process standardization and the ability to limit agency specific customizations. States that did not perform standardization activities had large volumes of customizations and generally had to wait until they performed standardization to realize expected project benefits.

To accomplish the BPS goals for the Pre-DDI phase, the Project seeks to create a strategic plan that details the approach and timeline to accomplish the major outputs of the BPS Track. The BPS Strategic Plan shall be divided into four sections. Section 1 provides overall background information and purpose for the project. Section 2 identifies the approach and timeline to accomplish all the BPS activities leading up to the posting of the procurement for the SSI (“SSI Procurement”). Section 3 identifies the approach and timeline to support the requirements evaluation throughout the SSI Procurement process. Section 4 identifies the approach and timeline for transition activities to be performed to transfer project artifacts and knowledge from the BPS Support Services vendor to the State BPS Team and/or other

contractors. DFS intends to contract with a vendor to help draft the procurement documentation for the SSI and support the full SSI Procurement lifecycle. Those services will not be included as a part of this contract.

Currently, the State BPS Team has divided the State's financial processes into the following ten (10) major Process Areas:

- Procure to Pay – focuses on purchasing and paying for goods and services
- Grant Application to Closeout – focuses on establishing, managing, and reporting on grants
- Project Development to Closeout – focuses on establishing, managing, and reporting on projects
- Budget Preparation to Reversion – focuses on the budget management lifecycle from request to reversion
- Asset Requisition to Disposal – focuses on recording, depreciating, and reporting on assets
- Accounts Receivable/Billing to Receipt – focuses on billing and receiving payments
- Cash In-Flows to Out-Flows – focuses on verifying deposits, reconciliation, tracking receipts and warrants, and cash reporting
- Record to Report – focuses on establishing ledger coding and record keeping through financial reporting
- Payroll Hire to Separation – focuses on the financial transactions related to accounting for employee salary and benefits costs
- Treasury Management – focuses on the treasury functions required to manage and maintain custody of cash and investment resources

Historically, state agencies have utilized unique business process workflows and tools, in addition to FLAIR, to support their work in each Process Area. The agencies structure their business flows and create compensating systems to maximize the way their organization operates. Due to the uniqueness across all 35 agencies, the Project is not engaging in an as-is analysis as part of the BPS Track activities. Instead, the Project seeks to create a standardized business process model for each Process Area that can be utilized by all state agencies. The model should take into consideration industry best practices, solutions implemented in other states, and needs of the State without the specifications of a software solution.

In order to create a desired Standard Business Process Model and Business Requirements for each Process Area, the State BPS Team suggests using a series of create and validate activities to develop two (2) levels of Standard Business Process Workflows:

- Standardization Level 1: The State BPS Team will work collaboratively with State agency subject matter experts to prepare the high-level Standard Business Process Workflows for each Process Area (referred to as “Standardization Level 1”). Due to the timing of this BPS Support Services procurement, these activities may be complete by the time of this contract award. The awarded vendor will review the Standardization Level 1 work completed to validate and finalize the flows.
- Standardization Level 2: The awarded vendor, the State BPS Team, and the subject matter experts will create and validate the next level workflow for the Process Areas. Standardization Level 2 will involve capturing and displaying additional details beyond those displayed on the Standardization Level 1 process flow diagrams for data elements, subprocesses, standard reporting requirements, and integration points with other FFMIS subsystems. Based on

discovery and analysis, it may be important to include some integration points to be used by large agency business systems.

In order to create and validate the Process Area workflows, small subject matter expert workgroups (“SME Workgroups”) will be formed and utilized for each Standardization Level review. SME Workgroup members will include Project Team and key subject matter experts from state agencies. Workgroups will be targeted to include six (6) to eight (8) non-DFS members. Workgroups will be responsible for reviewing and providing input on the initial draft of a high-level Standard Process Area Workflow (Standardization Level 1) and will work closely with the awarded vendor to create the Standardization Level 2 workflows with the additional levels of detail.

The results of the SME Workgroup effort will be shared with all agencies through Workshops for the validation of Standard Business Process Flows at the end of Standardization Level 2. Workshops will be conducted for a larger agency audience to review each Process Area. A structured approach for obtaining agency feedback and comments after Workshops will need to be developed and supported.

The work effort and documentation for each Process Area shall be structured to represent the culmination of the year (or more) of collaborative effort working through the standard business process models and functional business requirements. The Standard Business Process Model for each Process Area is a critical foundation for the new financial management system solution. Each completed Process Model will be the basis for fit-gap analysis, as well as implementation activities including detailed software design and configuration, testing, procedures documentation, training, business process reengineering, and organization design.

BPS Track activities will also include a review of financial policies followed by the State in order to identify and track policy-related issues during the development and validation of the Standard Business Process Model. The review will include making recommendations, which will facilitate and enforce standardization or process improvements as well as any changes needed to a policy, rule, or law.

In addition to the Standard Business Process Models and Policy Issues, another major output of the BPS Track is to produce and document the business requirements (functional, reporting, and technical) for the SSI Procurement. The work effort to develop the business requirements will run parallel to the process flow activities. The BPS Team will use the 1,100 business requirements (available upon request) from Project Aspire as a baseline. These requirements were created for Project Aspire in 2002 and were largely based upon existing State financial system functionality, practices, and procedures, not on process mappings. The BPS Team will begin by reviewing the Aspire requirements to determine which are still valid, will leverage requirements from other states’ recent procurements, and will apply industry best practices to create requirements for the new financial management system.

The results of the effort to produce the Standard Business Process Models and Requirements will become the input into the SSI Procurement phase. The vendor to whom the BPS Support Services are awarded (the “Contractor”) will provide strategy guidance for evaluating and selecting the SSI based on fit for meeting the Project’s Business Requirements. The Contractor will serve as key technical and operational support to the State BPS Team during the SSI Procurement phase and is expected to bring industry expertise.

The Contractor is expected to work collaboratively with State staff and support all activities in the BPS Track. The State BPS Team is currently comprised of seven (7) positions dedicated to supporting the BPS Track activities across the ten (10) Process Areas. The Contractor shall validate the Project’s approach and propose the templates and tools to support the work effort in the BPS Track. The Contractor is ultimately responsible for the work products and activities outlined in the scope of work.

3. Scope of Work.

The following section describes the scope of work to be performed by the Contractor. The deliverables and performance standards associated with each task identified in the scope of work are further defined in Section 5. – Deliverables and Acceptance Criteria.

A. Definitions

The following are key terms included within the scope of work.

1. **Business Requirements** – technical, functional, and reporting requirements for the State of Florida’s new financial management system
2. **Business Process Standardization (BPS) Team** – the collective group of State staff and Contractor staff assigned to support the Business Process Standardization Track
3. **Compensating Systems** – applications developed outside of the State’s accounting system to support financial functions
4. **Contractor** – the vendor to whom the BPS support services are awarded
5. **Department of Financial Services (DFS)** – the state agency that oversees the fiscal functions of the State of Florida
6. **Division of Accounting and Auditing (A&A)** – the division within DFS that serves as the functional owner of the State’s accounting system and which establishes, recommends and enforces fiscal policy for the State
7. **Division of Information Systems (DIS)** – the division within DFS that plans, manages and operates the information technology resources for DFS
8. **FLAIR Study** – the document delivered in March 2014 to the Department of Financial Services, which provides an evaluation and recommendations for the enhancement or replacement of the State’s current financial management systems
9. **Key Points** – references to variations (such as timing or business cycle), control points (internal control measures), integration points, or reporting needs on Standard Business Process Workflows
10. **Policy Issues** – current policies, rules, or law that impact the adoption of a standardized business process
11. **Process Area** – a grouping of functions that represent the State’s current financial processes
12. **Project Team** – the group of DFS employees dedicated to the FLAIR and CMS Replacement Project
13. **Requirements Traceability Matrix** – a tool which correlates requirements to system functionality throughout the project lifecycle (i.e., design, testing, and implementation)
14. **State Data** – any data or information of or concerning the State or DFS that is provided to or obtained by the Contractor or Contractor personnel in connection with the performance of the Contractor’s obligations under the contract, including any such data and information that either (i)

- is created, generated, collected or processed by Contractor personnel in the performance of the Contractor's obligations under the contract, including data processing input and output, performance measurements, asset information, reports, third party service and product contracts, and the Contractor's charges to DFS, or (ii) resides in or is accessed through DFS operating environment or the Contractor's service delivery infrastructure; as well as any data and information derived from the foregoing
15. **Software & System Integrator (SSI)** – the vendor selected through procurement to implement the State's new financial management system
 16. **SSI Procurement** – the Project's procurement event / phase dedicated to the selection of the software and the system integrator to implement the selected software
 17. **SSI Procurement Support Team** – the group, made up of Project Team members and potentially a third-party vendor, supporting the development and execution of the SSI procurement
 18. **Standard Business Process Model** – the document that describes each Process Area in detail and that includes the standard business process workflows
 19. **Standard Business Process Workflow** – the standardized flow diagram (such as a Visio diagram) that depicts the flows of activities in a Process Area
 20. **State BPS Team** – the DFS employees assigned to support the BPS Track
 21. **Subject Matter Expert (SME)** – state agency representative(s) with knowledge in a specific Process Area(s)
 22. **SME Standardization Workgroup** – group of Project Team members and state agency subject matter experts tasked with supporting the development of standard business process models, workflows, and business requirements
 23. **Treasury** – Treasury is a division within the DFS that performs the cash management and investing activities for the State

B. Planning

1. The Contractor shall, at a minimum, provide a manager that will work in conjunction with the BPS Manager to oversee all the BPS Team activities.
2. The Contractor shall dedicate sufficient staff to each Process Area to provide adequate support of the scope of project. All Contractor staff shall be onsite no later than fourteen (14) days from contract execution.
3. The Contractor shall provide written status reports beginning within three (3) weeks of the contract execution, and weekly through October 1, 2015.
4. The Contractor shall assist in developing and then supporting the execution of the BPS Strategic Plan to accomplish all BPS activities. The BPS Strategic Plan will be organized in four sections. The Contractor shall review the BPS Strategic Plan content created by the State BPS Team, refine the content and approach as needed to best accomplish the standardization activities and the timelines set forth and prepare the final BPS Strategic Plan.
 - a. Section 1 - Identify the purpose and goal of the BPS Track, its relationship to other processes, establish specific objectives for each Process Area, and outline the overall approach using industry accepted standards for business process standardization.

- b. Section 2 - Detail the approach and timeline to accomplish all the BPS activities leading up to the SSI Procurement, including creating and validating Standard Business Process Models, the Business Process Workflows, and Business Requirements for the new financial management system. This section will include meaningful metrics to determine if objectives are being achieved for this phase in the BPS Track.
 - c. Section 3 - Detail the approach and timeline to support the requirements evaluation throughout the SSI Procurement.
 - d. Section 4 – Detail the approach and timeline for transition of knowledge and material to the Project Team and another contractor(s).
5. The Contractor shall develop and maintain the BPS Track schedule through September 30, 2015. A draft timeline was developed by the State BPS Team (included as Exhibit C, Draft Timeline). The Contractor shall use the draft timeline and suggest revisions to incorporate activities for both State and the Contractor staff resources. Once approved, the project tasks will be incorporated and managed through the Project’s master schedule and follow the change management process defined in the Project Management Plan. Beginning October 1, 2015, the State will assume primary maintenance of weekly updates to the BPS Track Schedule with support from the Contractor.
6. The Contractor shall create a template to document the Standard Business Process Model and supporting details. The template shall be structured to represent the culmination of the year (or more) of collaborative effort working through each Process Area.
7. The Contractor shall develop a template to depict Standard Business Process Workflows for Standardization Levels 1 and 2 that illustrate the standardized process flow for each Process Area. The template shall be structured to capture details from each Standardization Level.
8. The Contractor shall develop a tracking log to identify and document policy issues (“Policy Issue Tracking Log”) throughout the BPS Track.
9. The Contractor shall provide a template/tool for managing business requirements. The Business Requirements Database must be flexible so that business requirements can be associated, linked, or referenced with design documents, test scripts, and contract requirements in current and later phases. The tool must support auditing and tracking of changes and revisions.

C. Standard Business Process Model and Workflows

1. The Contractor shall create and update the Standard Business Process Model and Standard Business Process Workflows using industry-accepted standards and agreed-upon templates and methodology that depicts the State’s desired financial management environment. The Contractor shall include in the model the workflows and details for each Process Area.
 - a. The Contractor shall work collaboratively with State staff to research and complete Standard Business Process Model depicting Standardization Level 1 and Standardization Level 2 process workflows.
 - Standardization Level 1, which will be partially completed by the State BPS Team, will include the critical process steps, and any applicable roles and Key Points.
 - Standardization Level 2 will involve capturing and presenting additional details beyond those displayed on the Standardization Level 1 process flow diagrams for data elements and subprocesses, identifying standard reporting requirements, and making note of integration points with other FFMIS or key agency business systems.
 - b. The Contractor shall complete Business Process Workflows for each Standardization Level, (using the approved templates and agreed upon methodology) that depict the State’s new financial management solution.
2. The Contractor shall work with State BPS Team to plan for (adjusting the schedule and plans as necessary) and support agency meetings throughout the duration of the contract. For all agency meetings, the Contractor is responsible for documenting, archiving and analyzing all discussion points, agency feedback and meeting artifacts. The Contractor shall ensure the information obtained

in any meetings is reviewed and considered for input into the Standard Business Process Model. At a minimum, the Contractor shall support the following meetings:

- a. **SME workgroup meetings** will be conducted for each Process Area. The Project Team will lead the Workgroup sessions and be responsible for establishing the agenda and schedule of sessions. The Contractor shall be responsible for preparing meeting materials, documenting the processes, action items and meeting minutes, and presenting, as needed. The Contractor shall be responsible for providing post-meeting support, including written responses to parking lot items and/or questions identified.
- b. **Workshop meetings** with all agencies will be held for the validation of process flows after Standardization Level 2 process flows are developed. The Project Team will lead the Workshop sessions and be responsible for establishing the agenda and schedule of sessions. The Contractor shall be required to support the Workshop by providing PowerPoints and other meeting materials. The Contractor shall attend the Workshops to handle audience questions and present, as needed. The Contractor shall be responsible for providing post-meeting support, including written responses to comments/impact statements submitted by the agencies.
- c. **Individual agency, Project Team, and/or other stakeholder meetings** will be conducted, as needed, to gather information or discuss issues or impacts. The Contractor requirements shall be consistent with small workgroup meetings.

D. Policy Issues

1. The Contractor shall gain an understanding of financial policies followed by the State to assist in identifying policy issues that could impact standardization or best practices during the development and validation of the Standard Business Process Model and Standard Business Process Workflows.
2. The Contractor shall:
 - a. Using the approved Policy Issues Tracking Log, thoroughly identify, document and track policy issues during the development and validation of process flows with stakeholders.
 - b. Provide knowledge and expertise of business process standardization for the development of recommendations for options to address policy issues:
 - i. Standardization
 - ii. Process improvements
 - iii. Changes needed to policies, rules, or laws
 - c. Apply knowledge and insights to identify standard ERP functionality that may not be utilized by the State because existing policies are not aligned.
 - d. Provide status of Policy Issues as part of the Weekly Status Report.
3. The Project Team shall be responsible, in collaboration with other DFS staff including A&A staff, to finalize the content of the Policy Issues. The Contractor shall provide support, as requested, during the documentation of Policy Issues.
4. A&A staff or the Project Team may present policy issues to financial operations staff in the Legislature, state agencies, and other key stakeholders. The Contractor shall provide support for these presentations as requested as part of their BPS Support Services.

E. Business Requirements

1. The Contractor shall utilize the database approved in the planning phase to document all Business Requirements. A user manual and training must be provided to the Project Team for use of the database.
2. The Contractor shall collaborate with the Project Team to establish and document the requirements based on:
 - a. Analysis of the 1,100 business requirements from Project Aspire, including a thorough review to determine their validity, applicability, and need for revision

- b. Identification of requirements arising from the results of meetings, research, and information gathering during the development of the State's desired business process environment
 - c. Review of other states' ERP requirements
 - d. Identification of requirements from the Contractor's past experiences with other ERP solutions
 - e. Determination of the appropriate level of detail needed to fully document the requirements
 - f. Evaluation of the Policy Issues and any constraints placed by the Policy Issue
 - g. Regular reviews of requirements database throughout the development period, including new additions, modifications, etc.
3. The Contractor shall link the final requirements to the affected Standard Business Process Workflow in the Business Requirements Database, where applicable.
 4. The database shall capture date and time of revisions to allow for auditing and versioning of any changes or modifications. This capability will allow the Project to take a snapshot of the toolset at any point in time for archival and historical purposes.
 5. The Contractor shall develop and provide reports and ad hoc query capabilities to provide output results and analytics.

F. Support for Procurement of Software & System Integrator

1. The Contractor shall collaborate with the State BPS Team and the SSI Procurement Support Team to provide the requirements evaluation methodology and toolset strategy to be used during the SSI procurement process. The methodology should be based on best practices and include an approach for weighting and scoring individual responses to each requirement.
2. The Contractor will provide a toolset ("Business Requirements Evaluation Matrix Tool/Template") for the Project Team to communicate Requirements as part of the SSI Procurement process. At the end of the contract, ownership of the toolset will be transferred to the Project Team.
3. The toolset shall capture date and time of revisions to allow for auditing and versioning of any changes or modifications. This capability will allow the Project to take a snapshot of the toolset at any point in time for archival and historical purposes.
4. The Contractor shall develop and provide reports and ad hoc query capabilities to provide output results and analytics.
5. After the initial load of the proposer responses by the SSI Procurement Support Team, the Contractor will review the Business Requirements Evaluation Matrix Tool/Template that has been updated to provide a quality assurance check that the SSI Procurement Support Team updated the information accurately and that the toolset operated as expected.
6. After the initial load of the proposer responses to the SSI Procurement Support Team, the Contractor will conduct a quality assurance review on the comparative analysis documents and reports prepared by the SSI Procurement Support Team to determine completeness and accuracy and to ensure the evaluation criteria were applied appropriately and consistently.
7. The Contractor shall assist in responding to questions or providing training and technical assistance related to the Business Requirements and the Requirements Evaluation Matrix Tool/Template and provide support throughout the SSI Procurement process.
8. The Contractor shall provide/create documentation and training on:
 - a. Technical support of the requirements evaluation toolset
 - b. A user manual for the requirements evaluation toolset
 - c. Methodology for evaluating and incorporating final responses into the requirements evaluation toolset
9. The Contractor shall develop and execute a plan that effectively transitions knowledge and materials to the Project Team and other contractors, if identified. The transition activities will include, at a minimum:
 - a. Inventory of documentation and other project artifacts to be transferred

- b. Steps and timeline for transfer of all applicable software and licenses
 - c. Schedule for transition activities
 - d. Documentation of lessons learned throughout BPS Track
 - e. Knowledge transfer sessions with the State BPS Team and the SSI Procurement Support Team
 - f. Development and tracking of metrics for measuring knowledge transfer
10. The Contractor shall prepare and deliver a report based on research and evaluation of suitable options for a Requirements Traceability Matrix for future phases of the Project. The report will provide:
- a. An evaluation of industry-leading software products
 - b. Estimated level of effort to build a custom solution
 - c. Timeline, resource requirements and cost for all options
 - d. Final recommendation based on analysis and best fit for the Project
 - e. Proof of concept and/or demonstration of recommended solution
 - f. Description of integration with the Business Requirements Database

4. Optional Services

In order to provide maximum value and flexibility to the State, the Project may utilize the Contractor awarded a contract per this RFQ to provide additional consulting services upon written request from DFS' Contract Manager or designee. The additional services are limited to the following:

Optional A: Fit-Gap During SSI Procurement - At this time, the Project Team has not yet determined if a fit-gap evaluation will occur during the SSI Procurement phase and/or which fit-gap methodology will be used. If the Project Team elects to include a fit-gap evaluation as part of SSI Procurement activities, the Contractor may be asked to support the Project Team to facilitate a fit-gap of software. The Contractor should be prepared to participate in one of the following approaches or a combination thereof: simulation, brainstorming, or questionnaire. The Contractor's responsibilities would include facilitating/participating in fit-gap meetings with one or more SSI Procurement respondents, developing comparative analysis documents and tools, documenting results of meetings, and delivering the final list of fits and gaps for Project Team review.

Option A Deliverables:

1. Documentation of the Comparative Analysis Toolset
2. Final List of Fits and Gaps for Project Team Review

Optional B: Fit-Gap After SSI Procurement At this time, the Project Team has not yet determined if a fit-gap evaluation will occur during the SSI Procurement phase and/or which fit-gap methodology will be used. If the Project Team elects to conduct fit-gap after the SSI Procurement phase, the Contractor may be asked to support the Project Team to facilitate a fit-gap of software. The Contractor should be prepared to participate in one of the following approaches or a combination thereof: simulation, brainstorming, or questionnaire. The Contractor's responsibilities would include facilitating/participating in fit-gap meetings with the selected SSI Procurement vendor, developing comparative analysis documents and tools, documenting results of meetings, and delivering the final list of fits and gaps for Project Team review.

Option B Deliverables:

1. Documentation of the Comparative Analysis Toolset
2. Final List of Fits and Gaps for Project Team Review

To implement the optional services, the Project reserves the right to amend the Task Order to convert the hourly rate provided by the Contract in Exhibit B, Optional Future Deliverables Price Sheet, to a deliverable basis. This amendment would occur at a future date at the time the detailed deliverables and deadlines for

the optional services are defined. Any amended Task Order will identify, or contain a cross-reference to, the applicable performance standards and consequences for non-performance under this RFQ.

5. Deliverables and Acceptance Criteria

The Project will use the following criteria to determine when each deliverable is considered complete and acceptable. The DFS’ Contract Manager or designee may provide additional acceptance criteria to be used for the Deliverables. The Contractor will submit all deliverables electronically. All dates below are calendar days.

<p>Deliverables and Acceptance Criteria</p> <p>Deliverable: BPS1 - <i>Non-Invoiced deliverable.</i></p> <p>Description: Weekly Status Reports</p> <p>Due Date of Deliverable: Within three weeks of the contract execution and weekly through October 1, 2015.</p> <p>Minimum Acceptance Criteria: A Microsoft Word 2007 (or higher) document shall be provided as written status reports beginning within three (3) weeks of the contract execution, and weekly thereafter, through October 1, 2015. Beginning October 2, 2015, the State will assume primary development of the weekly status reports, with support from the Contractor. Status reports are due via email to the BPS Manager by 5:00 pm Eastern Time (“ET”) each Thursday (unless instructed otherwise in writing by the BPS Manager) through October 1, 2015, and shall include:</p> <ul style="list-style-type: none"> • A narrative description of significant activities that have been conducted or are underway • The progress-to-date on the project activities • An explanation of any tasks/activities that are behind schedule and a plan to bring them current • Notification of any problems that have been encountered and their resolution or plan for future resolution • Goals or upcoming deadlines
<p>Deliverable: BPS2</p> <p>Description: Business Process Standardization Strategic Plan Sections 1 & 2</p> <p>Due Date of Deliverable: Within 30 days of contract execution</p> <p>Minimum Acceptance Criteria: A Microsoft Word 2007 (or higher) document will be provided by the State BPS Team upon contract execution. The Contractor will review and refine the content and approach, as needed, to finalize the BPS Strategic Plan for the BPS Track. The Plan shall, at a minimum, address:</p> <ul style="list-style-type: none"> • Executive Summary • Background and description of industry standards to be utilized • Purpose/goal of the BPS Track and its relationship to other processes • Overall approach and activities including outputs and reports using industry accepted standards for business process standardization activities that will develop and validate: <ul style="list-style-type: none"> a. The Standard Business Process Area Model b. The Standard Business Process Area Workflows c. Business Requirements for the new financial management system • Specific objectives and detailed approach for each Process Area including the list of target agencies identified by the Project, the level of details that will be documented at the end of each Level related to the completion of the Standard Business Process Area Model and Standard Business Process Area Workflows, and timeline to accomplish BPS Track activities leading up to the SSI Procurement.

- Key performance indicators and milestones including meaningful metrics to determine if objectives are being achieved for this phase of the BPS Track.

The Contractor will hold a series of meetings with the State BPS Team during the first 30 days after contract execution to create this document, collaboratively.

Deliverable: BPS3

Description: Business Process Standardization Track Schedule

Due Date of Deliverable: Within 30 days of contract execution

Minimum Acceptance Criteria:

- A draft timeline is provided as Exhibit C, which details proposed tasks and activities that will be performed during the BPS Track. The Contractor will review, revise as necessary, and create a Microsoft Project 2007 (or higher) Schedule through September 30, 2015 to incorporate all activities for BPS Team resources to the agreed upon Work Breakdown Structure (“WBS”) level. Beginning October 1, 2015, the State will assume primary maintenance with support from the Contractor, of the weekly updates to BPS Track Schedule to include reporting percent complete, actual completion dates, and running 4-week look ahead reports.
- At a minimum, the schedule shall include:
 - a. Firm task durations
 - b. Task start and finish dates
 - c. Task predecessors and successors
 - d. Task assignment – identify State vs. Contractor staff
 - e. Work products and Deliverables
- The schedule should incorporate the following milestone dates:
 - a. SME Workgroups and Agency Workshops Complete by June 30, 2015

The Contractor will meet with State BPS Team to review and describe the deliverable prior to delivery.

Deliverable: BPS4

Description: Standard Business Process Model Template

Due Date of Deliverable: Within 45 days of contract execution

Minimum Acceptance Criteria: A Microsoft Word 2007 (or higher) document which serves as the template containing placeholder sections that will be utilized to document the output of each Standardization Level (1 & 2).

At a minimum the template shall contain:

- Background, Purpose, Scope - describes the background, approach, scope and purpose of the document.
- Positioning - describes how this process is supporting the goals and objectives (“solution goals”) of the FLAIR Study (Reference FLAIR Study Section 1.5).
- Impacted Parties - identifies the internal and external organizations that have a significant stake in the process and the success of the project.
- Business process/best practice opportunities - introduces the future environment by identifying the overarching business concepts that will be provided by adopting standard business processes and new technology to address major weaknesses in the current environment.
- Summary and detail for Process Area should include at a minimum:
 - a. Description of the process, highlighting key standardization elements
 - b. Key steps in each Process Area

- c. Description of how each Process Area interacts with other Process Areas
- d. Inclusion of Standard Business Process Workflow for each Process Area (see Deliverable BPS5)
- e. Compliance references – references to laws, rules, and DFS policies applicable to the Process Area
- Reporting requirements - describes the proposed reporting requirements at the enterprise level, in addition to the detail by Process Area. The individual Process Area report details should include:
 - a. Identification of reports needed for a particular Process Area
 - b. Proposed classifications (e.g., transparency, management, operational, , etc.)
 - c. Critical information contained in the report, including intended purpose
 - d. Frequency of need or reporting trigger
 - e. Report audience
- Key System Interfaces - details to the Standard Business Process Area Workflow diagrams for integration points with other FFMIS subsystems and interfaces with other large state systems. This will include at a minimum:
 - a. Description of the integration points needed for FFMIS subsystems or other large state systems
 - b. Process Area(s) involved
 - c. Timing, frequency, criticality of information to/from recipient system
- Accounting Event – describe the effect on the ledgers for all business events, as appropriate. These should be in accordance with generally accepted accounting principles and state or other standards applicable to the Process Area.
- References - contains the sources of information (i.e., other states, industry knowledge, etc.) used as references to the business process. The terms used in the document along with the definitions of those terms are also included in this section.

The Contractor will meet with State BPS Team to review and describe the deliverable prior to delivery.

Deliverable: BPS5

Description: Standard Business Process Workflow Template

Due Date of Deliverable: Within 45 days of contract execution

Minimum Acceptance Criteria: The deliverable is the template containing placeholder sections that will be utilized to document the output of each Standardization Level (Levels 1 & 2). At a minimum, the template shall depict the State’s overall financial enterprise workflow and the workflows for each Process Area showing a specific sequencing of work activities across time and place.

At a minimum, the template shall include:

- Business process flows with events (process, decision points, documents, and connectors)
- Swim lanes by role (the organizational role responsible for individual events)
- Descriptive boxes for each activity (including beginning and end points)
- Legend of Key Points (variations, control points, integration points, reporting, etc.) identified by icons, with off-page reference where additional information is stored
- Off-page reference to provide additional details on Key Points
- Inputs and Output/Outcome

The Contractor will meet with State BPS Team to review and describe the deliverable prior to delivery.

Deliverable: BPS6

Description: Policy Issue Tracking Log Template

Due Date of Deliverable: Within 45 days of contract execution

Minimum Acceptance Criteria: The deliverable is the template to track the status of Policy Issues identified throughout the Project. At a minimum, the template shall include:

- Issue Number
- Business Process Area
- Issue Description
- White Paper Complete (Yes/No)
- Issue Contact (State Team Member)
- Business Rule Change Options
- Review Metrics (status and stage of review completed)
- Law Impacted (Yes/No)
- Law Reference, if applicable
- Rule Impacted (Yes/No)
- Rule Reference, if applicable
- Policy/Procedure Impacted (Yes/No)

The template should be scalable for future phases of the Project, i.e., rank priority, customization needed, etc.

The Contractor will meet with State BPS Team to review and describe the deliverable prior to delivery.

Deliverable: BPS7

Description: Business Requirements Database Template

Due Date of Deliverable: Within 45 days of contract execution

Minimum Acceptance Criteria: The deliverable is a multi-user database template, which will all simultaneous access, to document and track business requirements through the entire project lifecycle. At a minimum, the template shall include:

- Format that will support loading into a Requirements Traceability Matrix
- A unique identifier for each requirement
- Classification of requirements by Business Process Area
- Identification of the implementation phase for the requirement (DDI-Phase 1 or Phase 2)
- Requirement priority (i.e., mandatory, desirable, etc.)
- Status codes (i.e., proposed, approved, and inactive)
- Links to any associated policy issues
- Identification to related policy, as appropriate
- Identification of related Rule, as appropriate
- Identification of related Statute, as appropriate
- Include when available, specific standards and/or metrics for each requirement (i.e., frequency, volume, etc.)
- Fields to record final awarded SSI vendor response to include whether requirement can be met or not and whether as delivered, with configuration, or with customization and any associated costs
- Must support tracking and auditing of any changes including date and time revisions
- Standard reports and ad hoc query capabilities to provide output results and analytics

The Contractor will meet with State BPS Team to review and describe the deliverable prior to delivery.

Deliverable: BPS8

<p>Description: Standardization Level 1 Process Flows and Updated Standard Business Process Model</p> <p>Due Date of Deliverable: May 15, 2015</p> <p>Minimum Acceptance Criteria: This deliverable shall include the following, at a minimum:</p> <ul style="list-style-type: none"> • The Standardization Level 1 Process Flows will be reviewed for any needed changes and converted to the approved Standard Business Process Workflow Template (Deliverable BPS5). • The approved Standard Business Process Model Template (Deliverable BPS4) will be updated for information obtained from Level 1 and include the Standardization Level 1 Process Flows. • 100% of the content should exist for all sections identified for Standardization Level 1.
<p>Deliverable: BPS9</p> <p>Description: Business Process Standardization Strategic Plan Section 3</p> <p>Due Date of Deliverable: June 1, 2015</p> <p>Minimum Acceptance Criteria: The Business Process Standardization Strategic Plan document submitted as Deliverable BPS2 must be updated to include Section 3 requirements.</p> <p>At a minimum, it must include:</p> <ul style="list-style-type: none"> • The agreed-upon SSI Procurement evaluation criteria to be used to assess proposers' responses and fit for meeting the Project's Requirements. • The methodology and approach to the transfer of data to and from proposers, including security around requirements evaluation matrix and other information included in the proposals. • The agreed-upon approach to requirements evaluation reporting and analysis during the SSI Procurement phase. • The methodology and detailed approach and timeline to support the SSI Procurement including communication of requirements as part of the procurement, Q & A support during the procurement, and requirements evaluation. <p>This deliverable will require collaboration with the SSI Procurement Support vendor and the Project Team.</p> <p>The methodology should be based on best practices and include an approach for weighting and scoring individual responses to each requirement.</p>
<p>Deliverable: BPS10 - <i>Non-Invoiced deliverable.</i></p> <p>Description: Draft Standardization Level 2 Process Flows</p> <p>Due Date of Deliverable: August 14, 2015</p> <p>Minimum Acceptance Criteria: This deliverable shall include the following, at a minimum:</p> <ul style="list-style-type: none"> • The completion of Standardization Level 2 workflows in the approved Standard Business Process Workflow Template (Deliverable BPS5). • 100% of the content should exist for all Process Areas.
<p>Deliverable: BPS11</p> <p>Description: Business Requirements – Cycle 1</p> <p>Due Date of Deliverable: August 31, 2015</p> <p>Minimum Acceptance Criteria: This deliverable at a minimum, will include:</p>

- The finalization of all Business Requirements – Cycle 1 documented by the Contractor into the Business Requirements Database (Deliverable BPS7)
- A listing of all Business Requirements – Cycle 1 provided to the State BPS Team for review
- 100% of the content should exist for all data elements
- A report that provides summary statistics describing the contents of the Business Requirements Database suitable for stakeholder information sharing

The database must document the changes made to the requirements during the Project and provide an audit trail to include version history.

Deliverable: BPS12

Description: Requirements Evaluation Matrix Tool/Template

Due Date of Deliverable: November 8, 2015

Minimum Acceptance Criteria: The deliverable is a multi-user application or database, which will be used to document, communicate and evaluate business requirements as part of the SSI Procurement. The tool/template will allow the prospective proposers to incorporate their response to business requirements as part of the SSI Procurement. It will also provide a means for the Project’s SSI Procurement evaluation team to assess proposers’ responses. The tool/template can be a part of the overall Business Requirements Database (Deliverable BPS7), or at a minimum must integrate with the Requirements Database and the requirements included therein.

At a minimum, the tool/template shall also include:

- Ability for simultaneous multiple user access
- Placeholder for finalized Business Requirements
- A format that is suitable for input by the prospective proposers as part of the SSI Procurement process
- Placeholders for each proposer to provide the following for each Requirement:
 - a. Whether the response does/does not meet the Requirement
 - b. Whether the Requirement is included in the base functionality, or is met by configuration or customization
 - c. Additional proposer comments, required if not met base functionality
- Placeholder for Project Team comments or other information for each Requirement that may be updated throughout the procurement period
- Placeholder for evaluation / score of fit of proposer’s response to each Requirement
- Ability to accept revisions to the proposers’ responses throughout the procurement period, which are tracked and versioned in the Tool/Template
- Reports which provide the score for each Requirement by proposer
- Reports to provide comparative analysis across proposers

The Project maintains the right to require the Contractor to add additional elements to the Tool/Template.

The Contractor must demonstrate the functionality of the tool/template to include sample data and test scripts to allow for validation of the functionality prior to deliverable approval.

Deliverable: BPS13

Description: Level 2 Standardized Business Process Models – Version 1.0

Due Date of Deliverable: September 14, 2015

Minimum Acceptance Criteria: This deliverable shall include the following, at a minimum:

- All revisions accepted and approved for BPS10.
- The Standardization Level 2 Process Flows will be updated for information obtained since the draft was prepared for Deliverable BPS10.
- The approved Standard Business Process Model Template (Deliverable BPS4) will be updated for information obtained from Level 2 and include the Standardization Level 1 (approved in Deliverable BPS8) and Level 2 Process Flows.
- 100% of the content should exist for all sections and Process Flows.
- Once deliverable is approved, a .PDF document will be provided to the State BPS Team to include as an attachment in the SSI Procurement.

Deliverable: BPS14

Description: Requirements Evaluation Matrix Tool/Template with Requirements Loaded

Due Date of Deliverable: 7 calendar days from notification by Contract Manager or designee
(The communication / notification will be coordinated with the anticipated release of the ITN.)

Minimum Acceptance Criteria: This deliverable shall include the following, at a minimum:

- Loading of the finalized Business Requirements into the approved Business Requirements Evaluation Matrix Tool/Template (Deliverable BPS12). The State BPS Team will take lead in getting the finalized Business Requirements ready for loading into the Evaluation Matrix Tool/Template.
- 100% of the content should exist for all applicable sections.
- The final version will be in a format that can be included in the SSI Procurement documents.
- Upon successful load, the Contractor will review the Business Requirements Evaluation Matrix Tool/Template to ensure completeness and accuracy of the information.

Deliverable: BPS15

Description: Deliver Training Manual and Conduct Training for State Staff on Business Requirements Database and Evaluation Matrix Tool/Template

Due Date of Deliverable: 21 calendar days from the acceptance of BPS20

Minimum Acceptance Criteria: This deliverable shall include in-person training session(s). The training sessions should, at a minimum:

- Provide hands-on Tool/Template demonstrations for the Business Requirements Database and Evaluation Matrix Tool/Template
- Provide training materials to include PowerPoint presentation, screen shots and other handouts
- Provide a period for Questions and Answers
- Provide training on preparing the finalized Business Requirements for load into the Evaluation Matrix Tool/Template

In a Microsoft Word 2007 (or higher) document, the Contractor will develop and provide a Manual for the Business Requirements Database and Evaluation Matrix Tool/Template. This can be one manual if the Matrix Tool/Template is part of the overall Business Requirements Database. The Manual(s) should, at a minimum:

- Provide field descriptions and definitions
- Explain any linkages and naming conventions between other templates
- Provide detailed steps and information necessary to maintain Database and/or Matrix and screenshots, as appropriate
- Explanation of security and user access protocol

- Documentation of architecture considerations

The Contractor shall work in conjunction with the Project team to determine if there are any additional technical considerations to be included in the Manual

Deliverable: BPS16

Description: Updated Business Process Standardization Strategic Plan Section 4

Due Date of Deliverable: October 2, 2015

Minimum Acceptance Criteria: The Business Process Standardization Strategic Plan document submitted as Deliverable BPS2 and updated as Deliverable BPS9 must be updated to include transition to the Project Team and/or the SSI Procurement Support Vendor.

At a minimum, it must include:

- The methodology, detailed approach, and timeline to support transition to the Project Team and/or the SSI Procurement Support Vendor including the inventory of documents to be transferred, listing of applicable software/licenses, and sessions to communicate lessons learned and knowledge transfer.
- Details of the activities and documents to be transitioned, including:
 - a. Inventory of transition documents to include all tool, templates, logs, databases, and all other project documentation
 - b. Transition of resources for both the SSI Procurement Support Vendor and Project Team
 - c. Detailed knowledge transfer activities
 - d. Dates for lessons learned sessions
 - e. Method for transition of all technology / technical resources
 - f. Communication plan for transition
- List of events and milestones relevant to transition, dates and times transition events will occur, and milestones to be achieved.
- Description of steps, measures, and controls that will be employed by the Contractor to ensure minimal disruption during the transition period.
- Transfer of all licenses, including those obtained by subcontractors and suppliers, for all intellectual property, and any software that was developed, acquired, or utilized for the BPS Support Services.
- Key performance indicators and milestones including meaningful metrics to determine if objectives are being achieved for this phase of the BPS Track.

Deliverable: BPS17

Description: Review Evaluation Matrix Scoring, Reports, and Analysis

Due Date of Deliverable: Within 21 calendar days of the due date of Vendor responses to the ITN.

Minimum Acceptance Criteria: The Contractor shall provide support during the SSI Procurement process to include, at a minimum:

- Review the information obtained from proposer responses to provide a quality assurance check with the SSI Procurement Support Team.
- Review the performance of the Tool/Template to ensure appropriate application and scoring of the agreed-upon evaluation criteria within the Tool/Template.
- Review comparative analysis documents and reports for completeness and accuracy.
- Ensure the evaluation criteria within the Tool/Template are appropriately and consistently maintained in the Tool/Template and serve as subject matter expert regarding evaluation criteria.

Deliverable: BPS18

Description: Evaluation of Requirements Traceability Matrix Tools

Due Date of Deliverable: November 20, 2015

Minimum Acceptance Criteria: A Microsoft Word 2007 (or higher) document, which provides the results of the Contractor's review and analysis of alternatives for suitable Requirements Traceability Matrix tools. This deliverable shall include the following, at a minimum:

- An evaluation of industry-leading software products
- Estimated level of effort to build a custom solution
- Timeline, resource requirements and cost for all options
- Final recommendation based on analysis and best fit for the Project
- Proof of concept and / or demonstration of recommended solution
- Description of integration with the Business Requirements Database

Deliverable: BPS19 - *Non-Invoiced deliverable. ~~Satisfactory performance and the DFS's acceptance of these services is a requirement for payment of holdback as outline in Section 7A.~~*

Description: Transition of all Documentation, Software, and Training

Due Date of Deliverable: No later than March 31, 2016

Minimum Acceptance Criteria:

- The Contractor will complete all of the transition activities in the approved Strategic Plan Section 4 (Deliverable BPS16) including providing all of the documents, software, software licenses and other project artifacts to the Project Team.
- The Contractor will hold lessons learned sessions and/or knowledge transfer sessions with the System Integrator and/or Project Team to ensure all documentation, systems, and other resources can continue to be utilized through the remaining project lifecycle.
- The Contractor will track the transition activities with metrics identified in the approved Strategic Plan Section 4 and provide the status to the BPS Manager as part of the Weekly Status Reports (Deliverable BPS1).

Work on this deliverable should not begin until approval of Deliverable BPS16.

Deliverable: BPS20

Description: Business Requirements – Cycle 2

Due Date of Deliverable: January 22, 2016

Minimum Acceptance Criteria:

The Contractor shall provide support for the agency review and feedback of Standardized Business Process Models – Version 1.0 and Business Requirements – Cycle 1 to include, at a minimum:

- Preparation and support for meetings with agencies to show revised Level 2s and discuss requirements review activities.
- Preparation for and collection of agency feedback on Business Requirements - Cycle 1 through use of DD1 tool the and supporting spreadsheets.
- Meetings with agencies to discuss feedback on requirements in advance of their reply in DD1.
- Review and disposition of all feedback from agencies in DD1.
- Preparation and delivery of Business Requirements – Cycle 2, which reflects requirements after agency feedback.

6. Deliverable Submission and Review Schedule

The below presumes a Contract Execution Date for BPS Support Services of February 18, 2015. If the Execution Date is later, deliverables BPS8-20 will be adjusted for contract inclusion. All days are calendar days. The contractual deadline for delivery of Deliverables is listed below. Due dates agreed to at the time of contract execution shall be firmly adhered to, unless otherwise agreed to by DFS.

Del#	Deliverable Title	Deliverable Due Date	Anticipated State BPS Team Review Completion Date
BPS1	Weekly Status Reports	Thursdays, starting within three (3) weeks of contract execution and weekly through October 1, 2015	By following Wednesday
BPS2	Business Process Standardization Strategic Plan Sections 1 & 2	30 days of contract execution (anticipated March 20, 2015)	April 3, 2015
BPS3	Business Process Standardization Track Schedule	30 days of contract execution (anticipated March 20, 2015)	April 3, 2015
BPS4	Standard Business Process Model Template	45 days of contract execution (anticipated April 3, 2015)	April 17, 2015
BPS5	Standard Business Process Workflow Template	45 days of contract execution (anticipated April 3, 2015)	April 17, 2015
BPS6	Policy Issues Tracking Log Template	45 days of contract execution (anticipated April 3, 2015)	April 17, 2015
BPS7	Business Requirements Database Template	45 days of contract execution (anticipated April 3, 2015)	April 17, 2015
BPS8	Standardization Level 1 Process Flows and Updated Standard Business Process Model	May 15, 2015	May 29, 2015
BPS9	Business Process Standardization Strategic Plan Section 3	June 1, 2015	June 15, 2015
BPS10	Draft Standardization Level 2 Process Flows	August 14, 2015	August 28, 2015
BPS11	Business Requirements – Cycle 1	August 31, 2015	September 14, 2015
BPS12	Business Requirements Evaluation Matrix Tool/Template	November 6, 2015	November 20, 2015
BPS13	Level 2 Standardized Business Process Models – Version 1.0	September 14, 2015	September 28, 2015
BPS14	Requirements Evaluation Matrix Tool/Template with Requirements Loaded	7 calendar days from notification by Contract Manager or designee	14 calendar days from completion of review activities
BPS15	Deliver Training Manual and Conduct Training for State Staff on Business Requirements Database and	21 calendar days from acceptance of BPS20	March 30, 2016

Del#	Deliverable Title	Deliverable Due Date	Anticipated State BPS Team Review Completion Date
	Evaluation Matrix Tool/Template		
BPS16	Updated Business Process Standardization Strategic Plan Section 4	October 2, 2015	October 16, 2015
BPS17	Review Evaluation Matrix Scoring, Reports, and Analysis	Within 21 calendar days of the due date of Vendor responses to the ITN	N/A
BPS18	Evaluation of Requirements Traceability Matrix Tools	November 20, 2015	December 4, 2015
BPS19	Transition of All Documentation, Software, and Training	No later than March 31, 2016	N/A
BPS20	Business Requirements – Cycle 2	January 22, 2016	February 24, 2016

7. Acceptance of Work.

- A. All deliverables shall be submitted to the BPS Manager for review and approval (Acceptance) in accordance with the schedule in Section 6 unless otherwise approved by the BPS Manager in writing. DFS will only accept each deliverable when it has been reviewed and signed off that it meets the applicable criteria specified in this SOW, including the standards and guidelines referenced herein. DFS anticipates to complete their review of deliverables by the date specified in the schedule in Section 6. DFS may return a deliverable for modification. The Contractor will have up to 14 calendar days after receiving request for modification to cure and return deliverable to DFS. If additional cure and review cycles are needed, the Contractor and DFS will have seven (7) to ten (10) calendar days to review, request revisions or make modifications. If either the Contractor or DFS needs additional time to review, modify, or cure the deliverables, the request will be submitted in writing by email to the BPS Manager for consideration. If approved, the BPS Manager will notify the Contract Manager in writing. DFS may provide additional acceptance criteria during the contract period to be used for the deliverables. DFS reserves the right to require the Contractor to revise deliverables previously approved at no additional cost to DFS for any inadequate or insufficient information. The invoices will not be paid for deliverables that fail to meet specifications until acceptable corrective action has been completed. Failure to accept a deliverable within thirty (30) calendar days of an original or revised deliverable submission means automatic non-acceptance by DFS unless stated otherwise by the DFS Contract Manager or designee in writing. See Section 17 for additional financial consequences associated with deliverables.

~~DFS shall holdback 10% of Deliverable BPS16. The total withheld amount shall be paid upon completion of contract based on satisfactory performance and DFS's acceptance of all contract deliverables.~~

- B. Any tools, templates, or applications developed and work conducted by the Contractor pursuant to this SOW shall be performed in accordance with the Division of Information Systems (“DIS”) standards and specifications. These standards will be strictly adhered to and are available at the following website: <http://www.myfloridacfo.com/dis/isdm/>. New application development activities are defined as “activities that result in the creation of new source code with the expected outcome of satisfying a business need for the first time in the chosen development language.” New application development and technology upgrade activities are required to follow the DFS ISDM and DFS Application

Development Standards unless prior written exemption is approved by DIS. The DFS ISDM Life Cycle Checklist is a roadmap to ensure critical checkpoints and deliverables are met.

8. Facilities and Equipment.

- A. Upon completion of Security Awareness Training by the Contractor's personnel who will be assigned to this project, DFS shall provide necessary access to the DFS network.
- B. The work will be conducted on-site in the Tallahassee Project Office. The Project will provide work space and furniture for Contractor staff to use while on site. Access to a network printer and copier will also be provided for use by Contractor staff.

9. Qualification Requirements for the Contractor.

A. Contractor

1. Minimum Experience

- a. Experience performing business process analysis, mapping and re-engineering (i.e., process standardization) for medium to large-sized organizations
- b. Experience performing process standardization activities for a governmental entity
- c. Experience preparing business requirements documentation
- d. Experience developing project timelines and plans for complex, multi-phase, multi-year projects
- e. Experience developing strategic plans or operational workplans

2. Preferred Experience

- a. Experience managing large, multi-year projects to successful completion
- b. Experience working on an ERP or large-scale information technology project, with particular experience with financial ERP applications
- c. Experience in developing strategic plans or operational workplans for similar projects including process standardization and requirements gathering
- d. Experience in State of Florida core financial processes

B. Contractor Staff

1. Required Knowledge

- a. Strong communication skills both oral and written
- b. Strong business / client engagement skills
- c. Ability to present complex ideas to diverse audiences
- d. Ability to work independently with minimal supervision
- e. Knowledge of sound project management principles and practices
- f. Ability to lead cross-departmental teams
- g. Ability to translate business needs into technical specifications
- h. Strong skills in process mapping and business process modeling techniques
- i. Knowledge of best practices and industry standards for government financial operations
- j. Understanding of Generally Accepted Accounting Principles (GAAP)
- k. Understanding of Government Accounting Standard Board Standards (both in effect or in draft form)
- l. High level competence with Microsoft Office

2. Minimum Experience

Experience must be verifiable in resume and via references

- a. Experience facilitating workshops and focus groups in small or large forums

- b. Experience in business analysis, process mapping, business process modeling, and business process re-engineering
- c. Experience with developing and documenting business requirements
- d. Experience with developing procedural documentation and presentations

3. Preferred Experience

- a. Certification in business process management
- b. Experience as Business Analyst on large and complex projects
- c. Minimum of three (3) business process standardization project

C. Staff Commitment.

The Contractor will not remove any key staff from their assigned roles or the Contract without three (3) weeks prior notification and approval of the BPS Manager. Before assigning any new individual to any position on the Project, the Contractor will notify the BPS Manager of the proposed assignment, will introduce the individual to the appropriate Project representatives, and will provide the BPS Manager with a resume and any other information about the individual reasonably requested by the Project, three (3) weeks before the individual is assigned. The Project understands reasons beyond the reasonable control of the Contractor, including illness, disability, or resignation or for cause termination of the personnel's employment. There will be no increase in cost or change in deliverable due dates as a result of replacement personnel. The Contractor is responsible for training any replacement personnel. Replacement personnel for any removed person shall have equal or superior experience and qualifications. The Project reserves the right to require the removal from the Project any Contractor personnel found, in the judgment of the Project, to be unacceptable. Contractor staff who work on the Project must successfully complete DFS security awareness training and have an understanding as to how procurements are handled within 30 days of the date the staff member is assigned to a solicitation project or earlier at the DFS Contract Manager's or designee's discretion.

D. Background checks.

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

DFS will provide instructions for providing fingerprints and other information needed for obtaining background checks and submitting them to DFS upon award.

E. Scrutinized Companies.

If the Proposal is for goods or services of \$1 million or more, the Respondent shall certify that the Respondent, as a company as defined in section 287.135, F.S., is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. (See <http://www.state.gov/s/ct>). Notice: Section 287.135, F.S., would operate to make businesses ineligible to contract with the State of Florida in specified circumstances. Currently, the 2012 changes to this section were enjoined by a court of law and upheld by an appellate court. The State has determined to not pursue enforcement of the enjoined portion of the law related to refusing to contract with vendors who engage in business operations in Cuba or Syria.

10. Submission of Proposal

Interested vendors should respond to this RFQ by submitting a response that includes, at a minimum, the Respondent’s qualifications and proposed methodology for performing the above described services and the cost associated with providing the services. The response shall not exceed 75 pages.

The applicable State Term Contract number must be referenced within the response. Responses will only be accepted from vendors with a valid and current State Term Management or IT Consulting Contract.

Responses are due according to the schedule below:

Activity	Anticipated Date
Issue RFQ	October 31, 2014
Deadline to submit questions via email	November 7, 2014 by 12:00 p.m., ET
DFS will respond to questions	November 17, 2014
Deadline to submit Proposals	December 3, 2014 by 2:00 p.m., ET
Oral Presentations - <i>tentative</i>	Week of December 8-12, 2014
Anticipated award	January 5, 2015

DFS assumes no responsibility for missing or delayed Proposals.

Oral presentations outlining the Respondent’s proposed approach and methodology for completing the contract services may be required. These presentations should address the project plan and include key milestones for each deliverable, as well as Contractor experience, qualifications, and staff roles and responsibilities. The oral presentations would be tentatively scheduled for three (3) hour periods and shall be provided by members of the Respondent’s proposed team.

Please send questions via email to the address shown below by the respective deadlines:

Dustin Stroud
 DIS.Procurement@myfloridacfo.com

Respondents shall submit seven (7) bound, hard copies of their proposal to DFS by 2:00 p.m. ET, December 1, 2014. An electronic copy in Microsoft Word 2007 (or higher) or .PDF format shall also be provided by CD or DVD. If any of the proposal contains trade secrets or other confidential information, Respondents are advised to submit a redacted version of the response clearly titled “Redacted Copy”. The unredacted CD or DVD copies will need to have highlighted in yellow the specific Response content that is REDACTED from the redacted version described below. See Section 17D for additional information.

Deliver hard copies of the Proposal to:

Dustin Stroud
 Division of Information Systems
 Florida Department of Financial Services
 101 E. Gaines Street
 Tallahassee, Florida 32399

Responses shall be concise and shall follow the outline below:

A. Tab A - Introductory Letter and Letter of Commitment.

The letter shall include an executive summary that demonstrates previous experience with business process standardization, process mapping, requirements documentation, and statewide, public sector ERPs and the ERP project lifecycle (experience with the full ERP project lifecycle does not have to come from a single engagement); recommended approach; a point of contact for all RFQ

communications; and the length of time the Proposal is valid, which shall be no less than 180 days. Tab A should also include all required certifications; proof of insurance as required in Section 17.

B. Tab B - Approach, Proposed Work Plan and Schedule.

This section shall include detailed information outlining the methodology and approach for identifying standard business process opportunities, documenting the desired change, and planning all the activities in the BPS Track. This section shall include a high-level project schedule timeline for accomplishing the required tasks/deliverables that meets the deliverables and timelines set forth in Section 6. This section shall include a description and adequate detail of software being proposed to support any deliverables to allow for technical evaluation for consistency with Department information technology standards. This section shall also detail the Contractor's requirements of the State's resources, including, but not limited to: access to Project Staff, Leadership, and subject matter experts; availability of State staff; tasks to be performed by State staff; office space and equipment at the Project Office, etc. Exhibit C, Draft Timeline is provided as a reference and will not become part of the Contract.

C. Tab C - Contractor Experience, Qualifications and References.

This section shall include Contractor experience, qualifications and references pertinent to this SOW. The Respondent should include a bibliography and/or links to the company's public sponsored studies, published research, or similar analysis for another governmental entity related to business process standardization, process mapping, requirements documentation, and ERP or ERP-Financials solutions. The Respondent shall include information in this section that will clearly outline why their experience and qualifications separate them from other respondents.

At a minimum, the Respondent should include three (3) references² that are relevant to the requirements of this RFQ. Use Exhibit D, Client References, to provide references. A current project is acceptable as long as the services are currently being provided. Exhibit D will not become part of the Contract.

D. Tab D - Proposed Staff.

This section shall include staff assignments and their proposed roles relative to the BPS Track and whether they are considered a key role, resumes for all staff, and staff's allocation to this project including Process Area and phase, i.e., full-time, half-time, as-needed, etc. Resumes will not become part of the Contract. The Project expects that the key staff identified in the Proposal will remain on the project for the duration of the Contract, and, if needed, shall be replaced with staff of equal or greater experience and knowledge and approved in advance by the BPS Manager. The Contractor shall include information in this section for any proposed subcontractors, including company information, proposed roles, and staff resumes. References may be requested to verify experience for proposed staff. Any personnel evaluations submitted as part of the Proposal are not intended to become part of the resulting contract but will be used in evaluating the Proposal.

E. Tab E – Pricing.

The Respondent shall provide for a firm fixed-price using Exhibit A, Cost Proposal. Additionally, Exhibit A, Cost Proposal, shall include the name and job title of personnel assigned to the project, number of hours anticipated and hourly rates. The hourly rates in Exhibit A reflect costs that are included in the firm fixed price, and establish hourly rates for any amendments that address any modifications in scope that require a change in pricing.

Also, DFS is requesting an extended pricing plan as allowed by both State Term Contracts. If an extended pricing plan is offered in the agency contract and is selected by the ordering entity, the

² Contact information shall be provided for each engagement cited. References will be checked.

Contract terms on pricing plans and renewals shall govern the maximum duration of purchase orders reflecting such pricing plans and renewals. The Respondent shall also provide an extended pricing plan in Exhibit B, Optional Future Deliverables Price Sheet.

F. Tab F – Optional Future Deliverables.

This section shall include the Respondent’s written Proposal and costs to provide the additional optional support services as described in Section 4. Costs shall be based on the pricing provided in Exhibit B, Optional Future Deliverables Price Sheet.

The hourly rates in Exhibit B reflect pricing in addition to the firm fixed prices in Exhibit A, and will apply only upon DFS’ election of the option.

11. Basis for Award

DFS intends to award a contract to the Respondent that provides the overall best value to the State. DFS will consider the Respondent’s full Proposal when making an award recommendation, including the Respondent’s ability, Contractor experience, proposed work plan, resource availability, experience, and references in addition to the Respondent’s price Proposal as outlined in Section 10.

Respondents will be evaluated based on their qualifications as documented in the materials provided as required in Section 10. All other factors being equal, price will be the determining factor.

12. Use of Subcontractors

In providing services under the prospective contract, Contractor is permitted to utilize subcontractors. However, in its response to this RFQ, Respondent shall identify all subcontractors Respondent will utilize and what services they will provide. During the term of the prospective contract, subcontractors may be substituted with the prior written approval of the BPS Manager. Please see section 32 of the PUR 1000 for additional requirements regarding utilization of employees, subcontractors and agents. Except where specifically approved in writing by DFS on a case-by-case basis, the Contractor shall provide in all of its contracts with subcontractors that the subcontractors are bound by obligations of the Special Conditions of this Contract and PUR 1000 provisions of the underlying state term contract.

The management of any Subcontractor will be the responsibility of the Contractor, and the Contractor 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 or suppliers of the Contractor shall be made by the Contractor. Except as otherwise agreed in writing by DFS and the Contractor, DFS will not be obligated to direct payments for the Services other than to the Contractor. DFS’s written approval of any Subcontractor engaged by the Contractor to perform any obligation under this Contract shall not relieve the Contractor of any obligations or performance required under this Contract.

13. Conflict of Interest

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

In addition, the Contractor and any subcontractors performing services as part of this Contract may be excluded from award of future procurements dealing with that specific subject matter based on Section 287.057(17)(b) and (c), Florida Statutes, which states in part:

“[a] person who receives a contract that has not been procured pursuant to subsections (1)-(3) to perform a feasibility study of the potential implementation of a subsequent contract, who participates in the drafting of a solicitation or who develops a program for future implementation, is not eligible to contract with the agency for any other contracts dealing with that specific subject matter, and any firm in which such person has any interest is not eligible to receive such contract.”

14. Pricing and Invoicing.

- A. The Contractor will be paid a fixed price for each deliverable in accordance with the applicable State Term Contract, subject to the conditions for Acceptance of Work set forth in this SOW.
- B. No travel expenses shall be paid.
- C. Invoicing shall be in arrears after acceptance and approval of deliverables and services.
- D. Invoices shall be submitted as final deliverables are completed and accepted. Invoices shall be processed in accordance with section 215.422, Florida Statutes.
- E. Invoices are submitted to the BPS Manager:

Angie Robertson
Department of Financial Services, FLAIR and CMS Replacement Project
111 W. Madison Street, G08 Pepper Building
Tallahassee, FL 32399-0365

15. Contract.

DFS will enter into a contract with the awarded respondent in the form of a purchase order. The contract period for this RFQ begins upon issuance of the Purchase Order and ends the latter of June 30, 2017 or upon acceptance of the final deliverable. However, prior to the expiration of the Purchase Order, DFS may elect to amend the Purchase Order to add the Optional Services in Section 4 based on the pricing plan in Exhibit B, Optional Future Deliverables Price Sheet, and revise the contract period. Any renewal shall be contingent upon availability of funds and satisfactory performance by the Contractor. Any renewal is subject to the same terms and conditions as the original contract.

DFS reserves the right to require the successful Respondent to execute a two-party contract that incorporates this solicitation and the Respondent's Proposal as soon as possible after award.

16. Contract Manager.

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

Brandi Babb
Department of Financial Services
111 W. Madison Street, G08 Pepper Building
Tallahassee, FL 32399-0365

17. State Term Contract Special Conditions.

- A. **Precedence.** The provisions of the applicable State Term Contract supersede all other Contractor terms and conditions with regard to this Task Order and be resolved according to PUR 1000 ¶ 2. Pursuant to the STC, any additional terms and conditions outlined in this SOW are supplemental to those set forth in the STC. Notwithstanding the above, consistent with Management Consulting STC Exhibit A section 19B or IT Consulting STC section 5.2, respectively, section 17P of this SOW shall supersede any like terms set forth in the STC, and specifically supersede Management Consulting STC Exhibit A section 4. The SOW and Proposal may serve as a Task Order under the STC and with the STC

provisions shall constitute the contract between the parties; however, the SOW will supersede the Proposal in the event of any conflicting provisions.

- B. Taxes.** DFS is exempted from payment of Florida state sales and use taxes and Federal Excise Tax. DFS will provide its tax exemption certification upon request.
- C. Limitation of Liability.** No provision in this contract shall require DFS to hold harmless or indemnify the Contractor, insure or assume liability for the Contractor's negligence, waive DFS' sovereign immunity under the laws of Florida, or otherwise impose liability on DFS for which it would not otherwise be responsible. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this contract. DFS' maximum liability for any damages, regardless of form of action, shall in no event exceed the fees actually paid to the Contractor for the relevant products or services giving rise to the liability, prorated over a term from the date of performance of the applicable services.
- D. Public Records.** Notwithstanding any provisions to the contrary, disclosure of any confidential information received by the State of Florida will be governed by the provisions of the Florida Public Records Act, Chapter 119, F.S.
1. Trade secrets are not solicited or desired, as submissions with Responses. Pursuant to section 812.081, F. S., a person who claims that information is a trade secret must take measures to protect such information and to prevent it from becoming generally available. As such, if Respondent includes in its Response information that Respondent considers to be a trade secret that meets the definition provided in section 812.081, F. S., Respondent shall file a notice of trade secret or other confidential information with DFS that puts DFS on notice that Respondent has included trade secret or other confidential information in its Response. Furthermore, if a Respondent reserves the right to assert that a portion of its response is confidential, Respondent shall provide DFS with an additional copy of its Response that has been redacted to conceal only that information that Respondent claims to be confidential (Redacted Copy); and the unredacted copy is clearly identified as having had trade secrets or other confidential information, that is labeled "CONFIDENTIAL".
 2. The provision of redacted contract information on a website for public viewing does not alleviate the duty of DFS nor a state contractor to respond to a public records request. The response to the requestor may include referral to the website for viewing the identical (redacted) version. Should the Proposer or Contractor provide information deemed confidential or exempt from the Florida Public Records Act, then the Proposer or Contractor shall place such information in an encrypted electronic form or a sealed separate envelope and provide DFS with an additional copy of its documentation containing such information that has been redacted to conceal only that information that the Contractor claims to be confidential. The awarded Proposer (Contractor) is responsible for becoming familiar with the Florida Public Records Act with regard to records associated with the Contract. If a public records request is made to the Contractor, the Contractor will: immediately notify DFS of such request; process the request as approved by DFS' Public Records section; and provide DFS progress status reports; and provide a copy of its intended redacted version in case there is a public records request. The awarded Respondent (Contractor) is responsible for training its employees regarding the Florida Public Records Act and the above notice and process requirements. DFS will consider the Contractor's Engagement Lead, as identified in the Respondent's Proposal, to be the Contractor's public records contact person. Nothing in this section mitigates the Contractor's responsibility or liability for the release of confidential or exempt information, nor does it waive DFS' sovereign immunity under section 768.28, Florida Statutes. For noncompliance by the Contractor with section 119.0701, F.S., or the above requirements regarding response to public records requests (collectively Public Records Tasks), DFS at its option may enforce these provisions by exercising "Step-In" rights as described in the contract section

- regarding financial consequences for non-performance or according to the termination provisions of the contract or both. If a public record request is made to DFS for documentation related to this solicitation and the resulting Contract, DFS will notify the Proposer or Contractor of such request if the Proposer or Contractor has provided DFS with a notice of trade secret or other confidentiality as noted above. If a public record request is made to either party, the Proposer or Contractor shall be solely responsible for taking whatever action it deems appropriate to legally protect its claim of exemption from the public records law. The Proposer or Contractor acknowledges that the protection afforded by section 815.045, F.S., is incomplete, and it is hereby agreed that no right or remedy for damages against DFS arises from any disclosure based on the Contractor's failure to promptly legally protect its claim of exemption and commence such protective actions within ten (10) days of receipt of such notice from DFS. The Contractor shall retain such records for the longer of (3) three years after the expiration of the Contract or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dhis.dos.state.fl.us/recordsmgmt/gen_records_schedules.cfm).
3. The Contractor, and any approved subcontractor, shall, to the extent required by section 119.0701, F.S., perform the following tasks to comply with section 119.0701, F.S., (a) maintain public records required by DFS to perform the service; (b) provide access on the same conditions and at a cost not exceeding that provided in section 119.07, F.S., (c) ensure exempt or confidential documents are not disclosed and (d) transfer public records at no cost to the public agency on termination, destroy confidential duplicates, and provide electronic records in a format compatible with the public agency systems at no cost to the agency. The requirements are designed to avoid requiring unconventional data formats since the Proposer will be required at termination to transfer records to DFS at no cost and ensure that electronic records are in a format compatible with that of DFS to comply with section 119.0701, F.S.: using the data formats as noted in deliverables above.
 4. The parties shall not be required to disclose to the public any materials protected by law, and disclosure of any confidential information received by the State of Florida will be governed by the provisions of Article I, section 24 of the Florida Constitution, and the Florida Public Records Act, Chapter 119, F.S., and exceptions thereto. The following records are specifically excluded from inspection, copying, and audit rights under the Contract:
 - a. Records of the Contractor (and subcontractors) that are unrelated to the Contract;
 - b. Documents created by and for DFS or other communications related thereto that are confidential attorney work product or subject to attorney-client privilege, unless those documents would be required to be produced for inspection and copying by DFS under the requirements of Chapter 119, F.S., and, Article I section 24 of the Florida Constitution; and
 - c. The Contractor's (and subcontractors) internal cost and resource utilization data, or data related to employees, or records related to other customers of the Contractor, or any subcontractor who is not performing services under this Contract.

E. Governing law. The Contractor and all its agents shall comply with all federal, state and local regulations applicable to this contract. With regard to limitation of actions, section 95.11, F.S., shall govern. Florida law shall govern the contract and jurisdiction shall be in Leon County, FL.

F. Change Process. The Contractor shall contact the DFS Contract Manager or designee to request any changes to the Task Order (Change Order Process). If the Contractor fails to notify and obtain approval from DFS before commencing performance of activities relating to changes in the Task Order, such activities will be considered to be performed gratuitously by the Contractor, and the Contractor shall not have any right thereafter to assert any claim for additional compensation or time for the performance of such activities.

G. Asset Usage. The Customer may, upon termination or expiration of the Contract, purchase any assets used by the Contractor in performance of the contract, at their depreciated value, or if not depreciated,

then Customer retains the right to negotiate to purchase such assets at an agreed-upon cost, not to exceed the price offered in any state term contract.

H. Default. The Customer reserves the right to perform the service or activity, directly or with another Contractor, if service levels are not being achieved. Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due the Contractor as may be necessary to satisfy any claim for damages, costs and the like asserted by or against them.

I. Termination. All services performed by the Contractor prior to the termination date of this Contract shall be professionally serviced to conclusion in accordance with the requirements of the Contract. DFS may, in its sole discretion, provide notice and an opportunity to cure the default rather than exercise the remedy of termination. If the default or breach is not cured within thirty (30) calendar days after written notice is given to the Contractor specifying the nature of the alleged default or breach, then DFS, upon giving written notice to the Contractor, shall have the right to terminate the Contract effective as of the date of receipt of the default notice. DFS shall have the right to unilaterally cancel or suspend the Contract, by providing the Contractor thirty (30) days written notice. The Contractor shall not perform any Services after it receives the notice of termination, except as necessary to complete the transition or continued portion of the Contract, if any.

J. Electronic Accessibility. The Electronic and Information Technology standard can be found at: www.section508.gov. If applicable, section 508 compliance information on the supplies and services in this contract are available on a website indicated by the Contractor.

K. Employment Eligibility Verification.

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

L. Insurance. The Contractor shall submit appropriate proof of insurance. Such proof of insurance will become part of the Contract. At a minimum, amounts reasonably associated with the Contract include the following types of insurance for anyone directly or indirectly employed by the Contractor and the amount of such Insurance shall be the minimum limits as follows, unless otherwise approved by the DFS Contract Manager or designee:

1. Commercial general liability coverage, bodily injury, property damage: \$1,000,000 per occurrence/\$2,000,000 aggregate.
2. Automobile liability coverage, bodily injury, property damage: \$1,000,000 Combined Single Limits. Insuring clause for both bodily injury and property damage shall be amended to provide coverage on an occurrence basis.
3. Workers' compensation and employer's liability insurance covering all employees engaged in any Contract work, in accordance with Chapter 440, F.S.
4. Submit appropriate proof of computer crime insurance and coverage against intentional acts as well as negligent acts or omissions in connection with its activities under the Contract.
5. Such coverage may be reduced with the consent of the DFS Contract Manager or designee since certain subcontractors have potentially less exposure in liability than other subcontractors. Except as agreed in a separate writing, no self-insurance coverage shall be acceptable unless Contractor is licensed or authorized to self-insure for a particular coverage listed above in the State of Florida, or is an insured member of a self-insurance group that is licensed to self-insure in the State of Florida.

M. Ownership and Rights. Any intellectual property contained in a Deliverable and developed as a result of this Contract will belong to and be the sole property of the State of Florida. This provision will survive the termination or expiration of the Contract. The Contractor retains all ownership rights in any proprietary methodologies, methods, processes, or procedures of the Contractor that pre-exist or were developed outside the scope of this Contract. If any such property of Contractor is contained in any of the Deliverables hereunder, the Contractor grants to DFS a royalty-free, paid-up, non-exclusive, perpetual license to use such Contractor intellectual property in connection with DFS' use of the Deliverables.

N. State property. Title to all property furnished by DFS under this Contract shall remain in DFS, and the Contractor shall surrender to DFS all property of DFS prior to settlement upon completion, termination, or cancellation. All deliverables shall become and remain DFS' property upon receipt and acceptance. All work materials developed or provided by the Contractor under this Contract and any prior agreement between the parties shall be deemed to be work made for hire and owned exclusively by the State of Florida, Department of Financial Services.

O. Financial Consequences for Non-Performance.

1. To the extent that financial consequences are not further specified in the Statement of Work, the following apply:
 - a. Failure to meet the acceptance criteria as identified in the Statement of Work will result in automatic Deliverable rejection and may not be invoiced or paid until correction of the Deliverable. Failure to complete the required duties not associated with a Deliverable as outlined in the Statement of Work may also result in the rejection of the invoice. Notwithstanding any provisions to the contrary, written acceptance of a particular Deliverable does not foreclose DFS' remedies in the event those performance standards that cannot be readily measured at the time of delivery are not met.
 - b. To the extent liquidated damages are assessed on the Contractor according to the Statement of Work, the Contractor acknowledges that its failure to meet the agreed upon deadline for delivery of Deliverables will damage DFS but that by their nature such damages are impossible to ascertain presently and will be difficult to ascertain in the future. Accordingly, the parties agree upon a reasonable amount of liquidated damages which are not intended to be a penalty and are solely intended to compensate for unknown and unascertainable damages. Accordingly, liquidated damages shall be assessed on the Contractor as follows: Failure to meet the deliverable deadlines as identified in the Statement of Work will result in a reduction of 1% of the price of the Deliverable for each

day that any Deliverable is received after its due date, as specified in Section 6. Price reductions will be assessed up to a maximum of 15% for each Deliverable. Non-invoiced Deliverables will be assessed \$50 per day for each day the Deliverable is late up to a maximum of \$500 for each Deliverable for each missed due date. If damages are assessed on non-invoiced Deliverable, they will be deducted from the next invoiced Deliverable.

- c. Nothing in this section shall be construed to make the Contractor liable for delays that are beyond its reasonable control. Nothing in this section shall limit DFS' right to pursue its remedies for other types of damages.

2. Step-in Rights

For discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, abandonment of the Contract, or for noncompliance by the Contractor with tasks related to public records, DFS at its option may enforce these provisions by exercising "Step-In" rights as described below:

- a. If DFS exercises its Step-In rights, the Contractor must cooperate fully with DFS (including its personnel and any third parties acting on behalf of DFS) and shall provide, at no additional charge to DFS, all assistance reasonably required by DFS as soon as possible, including:
 - i. providing access to all relevant equipment, premises and software under the Contractor's control as required by DFS (or its nominee); and
 - ii. ensuring that the Contractor personnel normally engaged in the provision of the public records tasks are available to DFS to provide assistance which DFS may reasonably request.
- b. DFS' Step-In rights will end, and DFS will hand back the responsibility to the Contractor, when the Contractor demonstrates to DFS' reasonable satisfaction that the Contractor is capable of resuming provision of the affected public records tasks in accordance with the requirements of the Statement of Work Section 17 (D) 3 and that the circumstances giving rise to the Step-In right cease to exist and will not recur.
- c. The Contractor must reimburse DFS for all reasonable costs incurred by DFS (including reasonable payments made to third parties) in connection with DFS's exercise of Step-In rights and provision of the affected public records tasks (Step-In Costs).
- d. DFS will continue to pay the Contractor the charges (including that portion which relates to the affected public records tasks) due for the products or services, provided that the Contractor reimburses DFS for the Step-In Costs. If the Contractor fails to reimburse DFS within 30 days of receipt of DFS' demand for payment of Step-In Costs, DFS is entitled to set off such Step-In Costs against a subsequent invoice.

P. Data Security and Confidentiality.

1. The Contractor, its employees, subcontractors and agents shall comply with all security procedures of DFS in performance of this Contract. The Contractor shall provide immediate notice to the DFS Information Security Office (ISO) in the event it becomes aware of any security breach and any unauthorized transmission of State Data as described below or of any allegation or suspected violation of security procedures of DFS. Except as required by law or legal process and after notice to DFS, the Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, Rule Chapter 71A-1, Florida Administrative Code, security procedures, business operations information, or commercial proprietary information in the possession of the state or DFS. The Contractor shall not be required to keep confidential information that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the state's confidential information or information that is otherwise obtainable under state law as a public record.

2. **Loss of Data.** In the event of loss of any State Data or record where such loss is due to the negligence of the Contractor or any of its subcontractors or agents, the Contractor shall be responsible for recreating such lost data in the manner and on the schedule set by DFS at the Contractor's sole expense, in addition to any other damages DFS may be entitled to by law or the Contract. Further, failure to maintain security that results in certain data release will subject the Contractor to the administrative sanctions for failure to comply with section 501.171, F.S. together with any costs to DFS of such breach of security caused by the Contractor. If State Data will reside in the Contractor's system, DFS may require the Contractor to conduct at the Contractor's expense, an annual network penetration test or, in the event of a data breach, security audit of the Contractor's system(s) on which State Data resides. The Contractor shall:
 - a. **COPIES:** At contract termination or expiration--submit copies of all finished or unfinished documents, data, studies, correspondence, reports and other products prepared by or for the Contractor under the Contract; submit copies of all State Data to DFS in a format to be designated by DFS in accordance with section 119.0701, FS.; shred or erase parts of any retained duplicates containing personal information (as defined by section 501.171, F.S.) or other information made exempt or confidential and exempt under the Florida Statutes, or protected from disclosure by federal law so that such information is unreadable;
 - b. **ORIGINALS:** At contract termination or expiration--retain its original records, and maintain (in confidence to the extent required by law) the contractor's original records in UNREDACTED form, until the records retention schedule expires (according to General Contract Condition PUR 1000-18 or any any like terms set forth in the STC) and to reasonably protect such documents and data during any pending investigation or audit;
 - c. **Both Copies and Originals:** Upon expiration of all retention schedules and audits or investigations--with notice to DFS, destroy all State Data from the Contractor's systems including, but not limited to, electronic data and documents containing personal information or other information that is exempt or confidential and exempt under the Florida Statutes or protected from disclosure under federal law. Notwithstanding the foregoing, the Contractor may retain copies of its workpapers in accordance with its obligations required by law or regulation.
3. **Data Protection.** No state data or information will be transmitted to, stored in, processed in, or shipped to offshore locations or out of the United States of America, regardless of method, except as required by law. Examples of these methods include (but are not limited to): FTP transfer, DVD, tape, or drive shipping; regardless of level of encryption employed. Access to State Data shall only be available to approved and authorized staff, including remote/offshore personnel, that have a legitimate business need. Requests for remote access shall be submitted to DFS' Help Desk. With approval, third parties may be granted time-limited terminal service access to IT resources as necessary for fulfillment of related responsibilities. Third parties shall not be granted remote access via VPN, private line, or firewall holes. Requests for exceptions to this provision may be submitted to DFS for approval. All remote connections are subject to detailed monitoring via two-way log reviews and the use of other tools, as deemed appropriate. When remote access needs change, the ISO shall be promptly notified and access shall be removed promptly. The Contractor shall encrypt all data transmissions containing confidential or confidential and exempt information. Remote data access must be provided via a trusted method such as SSL, TLS, SSH, VPN, IPsec or a comparable protocol approved by DFS. Confidential information must be encrypted using an approved encryption technology when transmitted outside of the network or over a medium not entirely owned for managed by DFS.

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

All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of DFS. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the state or DFS.

Q. Other Work

The Customer may undertake or award other contracts, Statements of Work, or other arrangements for additional or related work, and the Contractor shall reasonably cooperate with such other Contractors and pertinent Customer personnel. The Contractor shall not commit or permit any act that shall interfere with the performance of work by any other Contractors or by Customer personnel.