

STATE OF FLORIDA

AGENCY FOR STATE TECHNOLOGY

INVITATION TO NEGOTIATE (ITN)

Mainframe as a Service (MfaaS)

ITN#: 180831

Release Date: September 10, 2018



Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other required security required by law within the time allowed for filing a bond shall constitute a waiver of proceeding under Chapter 120, Florida Statutes.

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SECTION 1. INTRODUCTION AND TIMELINE

1.1 Introduction

Pursuant to section 287.057(1)(c), Florida Statutes, the State of Florida, Agency for State Technology (AST) is issuing this Invitation to Negotiate (ITN) to solicit written Replies from qualified vendors (also referred to herein as “Respondents”) interested in participating in competitive negotiations to establish a contract to provide mainframe services. The AST is seeking a Contractor that has a well-established mainframe support capability, is committed to providing excellent service, and has a passion for continuing to improve and adapt itself to changing technology and customer demands. The anticipated effective date of the Contract will be July 1, 2019.

The ITN is authorized by the following General Appropriations Act proviso enacted during the 2018 Legislative session:

2927 SPECIAL CATEGORIES

LEASE OR LEASE-PURCHASE OF EQUIPMENT

FROM WORKING CAPITAL TRUST FUND. 4,394,246

From the funds in Specific Appropriation 2927, the Agency for State Technology is authorized to release a competitive solicitation pursuant to chapter 287, Florida Statutes, to outsource all mainframe services to a cloud service managed and hosted by a private sector provider. The cloud computing service must include disaster recovery, must comply with all applicable federal and state security and privacy requirements, and must be located in the United States.

The Agency for State Technology must collaborate with its customer agencies to identify any applicable federal regulations that must be addressed and federal approvals that must be received prior to transitioning to an outsourced mainframe cloud service.

Upon completion of the competitive solicitation, the Agency for State Technology shall submit a proposed plan to outsource its mainframe services to the chair of the Senate Appropriations Committee, the chair of the House of Representatives Appropriations Committee, and the Executive Office of the Governor’s Office of Policy and Budget. The

proposed plan shall include:

- (1) an operational work plan that includes a schedule and timeline for transitioning to the outsourced mainframe service;
- (2) a copy of the unexecuted agreement;
- (3) documentation that indicates any applicable federal approval has been obtained;
- (4) a detailed cost benefit analysis that documents all costs and savings;
- (5) Schedule XII of the legislative budget request instructions issued pursuant to section 216.023, Florida Statutes; and
- (6) business case pursuant to section 287.0571, Florida Statutes.

1.1.1 Proviso drivers

The factors influencing the proviso include:

1. The pending retirement of key mainframe staff, and
2. Planned customer modernization projects to migrate existing mainframe workloads to different platforms that, as a result of the current cost allocation methodology, could create a burden on the remaining mainframe customers, and the State, to absorb the mainframe's fixed costs.

1.1.2 Solicitation scope

The scope of the solicitation is for a Contractor to assume the AST's current centralized support for mainframe customers including hardware, software, support services, Information Technology Service Management (ITSM), data protection, disaster recovery, and data center. The AST Service Catalog which includes the Scheduling/Operations and Mainframe services currently provided to customers is available at <https://www.ast.myflorida.com>. The AST also provides centralized operations and monitoring, batch scheduling, and production control that will be assumed by the Contractor. The AST will be relinquishing all existing mainframe software, hardware and disaster recovery contracts, and responses to this ITN must address continuity of coverage, application performance, and support. This solicitation document is comprised of this document and the included or referenced appendices.

There are four (4) State agencies currently utilizing the shared mainframe platform to support mission critical applications:

- Department of Children and Families (DCF)
- Department of Transportation (DOT)
- Department of Corrections (FDC)
- Department of Highway Safety and Motor Vehicles (HSMV)

1.1.3 Customer migration plans

Existing customer plans to migrate workloads off the mainframe:

HSMV is currently working on a three (3) phase project to migrate its entire workload from the mainframe by 2025. Phase I to migrate 80% of its workload from the mainframe is projected to be completed by July 1, 2019. Phase II plans are to migrate 19 programs in 2023 and Phase III plans will migrate the remaining 2 programs in 2025.

DOT has an \$80+ million project called Work Program Integration Initiative (WPPI) that will significantly reduce the footprint of DOT CORE Business Mainframe Applications sometime in 2021.

The remaining agencies (DCF, FDC) provided no specific plans for migration of workloads but noted that they may initiate planning and activities resulting in upgrade or replacement or reduction in use of system components at any point in the future. Additionally, state and federal mandatory and regulatory requirements could result in significant changes to any hosted system.

1.2 Timeline

Activity	Date	Time Eastern Standard Time	Address	Section Reference
ITN advertised and released on Florida VBS:	September 10, 2018	5:00PM EST	Vendor Bid System	
Submission of written inquiries must be received by:	September 25, 2018	5:00 PM EST	Attn: Mark Hernandez Procurement Officer Agency for State Technology 2585 Shumard Oak Blvd. Tallahassee, FL 32399-0950	4.5
Anticipated date for posting Agency's Response to Inquiries:	October 2, 2018	2:00PM EST	Vendor Bid System	4.5
Sealed Replies must be received by the Agency:	November 9, 2018	3:00 PM EST	Attn: Mark Hernandez Procurement Officer Agency for State Technology 2585 Shumard Oak Blvd. Tallahassee, FL 32399-	4.12
*Reply Opening:	November 9, 2018	3:05 PM EST	Mark Hernandez Procurement Officer Agency for State Technology	4.12
*Anticipated consensus meeting of the evaluation team	November 26, 2018	2:00PM EST	Florida Agency for State Technology 2555 Shumard Oak Blvd. Tallahassee, FL 3233	4.17
Anticipated posting of Vendors invited to negotiate.	November 27, 2018	2:00PM EST	Vendor Bid System	4.18
Anticipated start of the negotiation phase.	December 3, 2018	N/A	Florida Agency for State Technology 2555 Shumard Oak Blvd. Tallahassee, FL 32399-0950	

Activity	Date	Time Eastern Standard Time	Address	Section Reference
*Meeting of Negotiation Team to Develop Recommendation for Award:	January 29, 2019	2:00PM EST	Florida Agency for State Technology 2555 Shumard Oak Blvd. Tallahassee, FL 32399-0950	4.18
Anticipated posting of Intent to Award:	April 1, 2019	2:00PM EST	Vendor Bid System	4.25
Anticipated Start Date of Contract:	July 1, 2019	Midnight	N/A	
All vendors are hereby notified that meetings noted with an asterisk above () are public meetings open to the public and may be electronically recorded by any member of the audience.				

All times in the Timeline are local times for the Eastern Time Zone. Although the AST may choose to use additional means of publicizing the results of this ITN, posting on the VBS is the only official notice recognized for determining timeliness in the event of protest.

1.3 Statement of Purpose

Of the facts being sought and the specific goals to be addressed, the AST is seeking services for the mainframe environment to achieve the following objectives:

1. Change to a cloud-like cost model which replaces allocated costs with direct costs that are directly proportional to utilization with no minimum or maximum utilization and/or duration requirements.
 - a. Leverage the Respondent's software contracts to benefit from greater economies of scale and licensing in direct proportion to utilization.
 - b. Eliminate the need to directly manage and procure mainframe hardware and software.
 - c. Obtain capacity on demand service based on an op-ex model that provides predicible costs throughout the term of the contract.
2. Provide continued levels of application performance, security, and support.
3. Enable the State to completely recover costs in proportion to changes in utilization and realize efficiencies as it migrates workloads away from the mainframe.
4. Obtain responses to the following questions being explored by this solicitation:
 - a. What solutions are available in the private sector for outsourcing mainframe services?
 - b. How would a private sector Contractor provide assurances that it can manage mainframe services and meet all the following criteria:
 - 1) Deliver consistent application performance, security and support,
 - 2) Maintain effective Data Protections and Disaster recovery,

- 3) Provide a predictable, cloud-like cost model that aligns with the State’s annual budget appropriations process,
 - 4) Comply with all applicable federal and state security and privacy requirements, and
 - 5) At all times, maintain all data in the United States.
- c. What methodologies of service provision and value-added services will ensure that the state achieves best value?

Although the AST hosts the State’s largest data center and mainframe environment, the State does have several other mainframe environments. The AST desires to identify a suitable Respondent and implement a flexible contract and pricing structure that will not only facilitate this outsourcing effort but may be expanded to include additional mainframe workloads.

SECTION 2. TECHNICAL SPECIFICATIONS

The anticipated technical specifications (scope of work) are set forth in the requirements attached as Appendix 10. The specifications will become the Contract’s Statement of Work (SOW).

SECTION 3. SPECIAL CONDITIONS

3.1 Form PUR 1000

These Special Conditions supplement the standard “General Contract Conditions,” Form PUR 1000 (10/06), which are incorporated into the ITN by reference and may be found at:

https://www.dms.myflorida.com/business_operations/state_purchasing/documents_forms_references_resources/state_purchasing_pur_forms. In the event of any conflict between Form PUR 1000 and these special conditions, the special conditions shall take precedence, unless the conflicting term is required by Florida law.

3.2 Draft Contract

The AST may enter into a Contract with the Respondent awarded after the Negotiation Phase described below in Section 4. The Contract will include the governing conditions.

The proposed Contract is attached as Appendix 9. The proposed Contract will be the basis for the awarded Contract, but terms and conditions of the Contract, and its Attachments including at a minimum a Statement of Work, will be finalized during negotiations. The AST is not bound to enter into a contract with any Respondent unless the Respondent represents the best value to the State and the AST is able to negotiate conditions and price that it considers fair, competitive, and reasonable.

In submitting a Reply, a Respondent should assume that the terms of Appendix 9 – Proposed Contract will apply to the final Contract, but the AST reserves the right to negotiate different terms and related cost adjustments if the AST determines during negotiations that those different terms and related cost adjustments will provide the best value to the State.

Do not include in the Reply any provisions, unless such provisions are expressly negated elsewhere in the Reply, which:

1. Are inconsistent with Florida law;
2. Exclude, prohibit, or negate other contract documents;

3. Subject the State of Florida to the jurisdiction of another state; or
4. Provide that the State will indemnify the vendor or any other person or entity.

Do not provide a redlined version of Appendix 9 – Proposed Contract as part of the Reply. Instead, use the format of “Table 1: Draft Contract Issues” below to indicate any issues with the proposed contract terms presented in Appendix 9 – Proposed Contract. Identify in the “Issue” column when the topic could be a cost driver, if applicable, but do not include any costs in the initial Reply. The completed table must be included as Tab 7 of the Reply (see section 4.6 below for instructions).

Table 1: Draft Contract Issues

Section #	Topic	Issue	Recommended resolution

Table 1

3.3 Qualification Questions

Submit a True/False answer to the Respondent’s Certification Questions in Appendix E and submit in Tab 8 in accordance with Section 4.6, Content of the Reply. Answers to these Questions are mandatory. Respondents must meet the qualifications identified in Appendix E to be considered for award. Appendix E must be acknowledged and signed by the qualified representative of the Respondent. The AST will not evaluate replies from Respondents who answer “False” to any of the Qualification Questions.

SECTION 4. SPECIAL INSTRUCTIONS TO RESPONDENTS

4.1 Form PUR 1001

These Special Instructions to Respondents supplement the standard “General Instructions to Respondents,” Form PUR 1001 (10/06), which are attached as Appendix D. In the event of any conflict between Form PUR 1001 and these special instructions, the special instructions shall take precedence, unless the conflicting term is required by Florida law.

4.2 General Overview of the Process

The solicitation process is divided into two (2) phases, the Evaluation Phase and the Negotiation Phase. The Evaluation Phase involves the evaluation team’s evaluation of initial Replies. During the Evaluation Phase, all responsive Replies will be evaluated against the evaluation criteria set forth in this ITN. The evaluation team will then select one (1) or more vendors within the Competitive Range to participate in negotiations.

The Negotiation Phase involves negotiations with one or more of the vendors in the Competitive Range. During the Negotiation Phase, the AST may request revised Replies and final Replies based on the negotiations. Following negotiations, the AST may post a notice of intended Contract award, identifying the vendor that provides the best value.

4.3 Contact Person and Procurement Officer

The sole State of Florida contact point for all communication regarding this ITN is:

Contact: Mark Hernandez, Procurement Officer
Mailing Address: Florida Agency for State Technology
2585 Shumard Oak Blvd.
Tallahassee, FL 32399-0950

Email: Mark.Hernandez@ast.myflorida.com

All contact with the Procurement Officer shall be in writing via electronic mail, U.S. Mail, or other common courier.

4.4 Notices Regarding the ITN

All notices, decisions, intended decisions, addenda and other matters relating to this procurement will be electronically posted on the Department of Management Services (DMS) Vendor Bid System (VBS) located at: http://www.myflorida.com/apps/vbs/vbs_main_menu.

It is the responsibility of Respondent to check the VBS for addenda, notices of decisions and other information or clarifications to this ITN.

4.5 Written Questions

Respondent questions will only be accepted if submitted as written inquiries to the Procurement Officer and received by the date and time specified in the Timeline. Respondent shall use the template provided in Appendix A of this ITN to submit written questions. Written questions will not be accepted by facsimile. The responses to all questions will be made available by the date and time specified in the Timeline through electronic posting on the VBS.

4.6 Content of the Reply

The Reply should consist of a cover title page, a table of contents, and the eight (8) separately tabbed sections described below and in Appendix C, which describes the sections and page limits that apply to the material included behind the tabbed sections.

Cover page:

The cover title page should clearly indicate the following information:

1. Title of Reply;
2. ITN number;
3. Respondent's name, federal tax identification number, and DUNS number;
4. Name, title, telephone number and address of person who can respond to inquiries regarding the Reply

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TAB 1 – Company Qualifications (including completed form from Appendix B and completed Appendix 10)

TAB 2 – Functional Requirements

TAB 3 – Technical Requirements

TAB 4 – Value-Added Services

TAB 5 – Other Considerations

TAB 6 – Software License Detail (completed worksheet from Appendix 3, with Existing License column populated)

TAB 7 – Issues with Appendix 9 – Draft Contract (completed Table 1)

TAB 8 – Respondent’s Mandatory Certifications (completed form from Appendix E)

4.7 Public Records and Trade Secrets

4.7.1 Replies and Other Submissions Are Property of the State

All materials submitted in Reply to the ITN become the property of the State of Florida, which shall have the right to use such ideas or adaptations of those ideas without cost or charge, regardless of selection or rejection of a Reply.

4.7.2 Replies and Other Submissions are Subject to Public Inspection and Copying

Unless exempted by law, all public records are subject to public inspection and copying under Florida’s Public Records Law, Chapter 119, F.S. A time-limited exemption from public inspection is provided for the contents of a Reply and other submittals pursuant to subsection 119.071(1)(b), F.S. Once that exemption expires, all contents of a Reply and other submittals become subject to public inspection unless another exemption applies. Any claim of trade secret exemption for any information contained in a vendor’s Reply or other submittal to this solicitation will be waived upon opening of the Reply or other submittal by the Agency, unless the claimed trade secret information is submitted in accordance with this section. This waiver includes any information included in the Vendor’s Reply or other submittal outside of the separately bound documents described below.

4.7.3 How to Claim Trade Secret Protection

If the Vendor considers any portion of the documents, data or records it submits to be trade secret and exempt from public inspection or disclosure pursuant to Florida’s Public Records Law, the Vendor must submit with its Reply a complete version (both paper and electronic) of the information clearly marked as a “Trade Secret redacted version.” The first page of the electronic file or hard copy document must explain why the information in the electronic file or hard copy document is a trade secret. If the Vendor considers any portion of a submission made after its initial Reply to be trade secret the Vendor must similarly provide redacted versions.

The Vendor shall identify in writing the specific statutes and facts that authorize exemption of the information from the Public Records Law. If different exemptions are claimed to be applicable to different portions of the redacted information, the Vendor shall provide information correlating the nature of the claims to the redacted information. The redacted copy must only exclude or obliterate only those exact portions that are claimed confidential or trade secret.

4.7.4 Vendor's and AST's Duty to Respond to Public Records Requests

If the Vendor fails to submit a redacted copy and justification as described in Section 4 of this ITN, the AST is authorized to produce the records sought in a public records request without any redaction and without further inquiry of the Vendor.

4.7.5 AST Not Obligated to Defend Vendor Claims

The AST is not obligated to agree with the Vendor's claim(s) of exemption, and by submitting information to the AST the Vendor agrees to be responsible for defending its claim that each portion of the redactions is exempt from inspection and copying under Florida's Public Records Law. Further, the Vendor agrees that it shall protect, defend, and indemnify, including attorney's fees and costs, the AST for all claims and litigation (including litigation initiated by the AST) arising from or relating to Vendor's claim that the redacted portions of its Reply are confidential, proprietary, trade secret, or otherwise not subject to disclosure or the Vendor's claims regarding the scope of the Vendor's redactions.

4.8 Number of Copies to Submit

Respondent shall submit one (1) original and seven (7) hard copies of the Reply in separate, tabbed, 3-ring binders. The original Reply submitted to the AST must contain an original signature of an official authorized to bind the Respondent to the Reply. Two (2) electronic copies of the Reply identical to the hard copies, must also be submitted with the hard copies. The electronic copy can be provided as a CD, DVD, or on a USB flash drive.

4.9 Hard-copy Reply Format

Replies must be typed, single-spaced, on 8-1/2" x 11" paper with a font size no smaller than 11 points. Using the tabs indicated in Section 4.2, pages must be numbered in a logical, consistent fashion. Figures, charts and tables shall be numbered and referenced by number in the text. The Reply must be bound, labeled and submitted in compliance with Section 4.8. Facsimile or electronic transmissions of Replies will not be accepted.

4.10 Electronic Copy Format

The required electronic format of the Reply must not be encrypted. The electronic files must be in a portable document format ("pdf") and the AST must be able to be open and view the Reply utilizing the current version of Adobe Acrobat Reader. The electronic copies must be identical to the original Reply submitted, including the format, sequence and section headings identified in this ITN. The electronic media must be clearly labeled in the same manner as the hard copies and submitted with the corresponding hard copies. In the event of any discrepancy between the original signed version, the copies or the electronic versions, the original signed version shall take precedence over the electronic version(s) of the Reply and all non-original hard copy versions of the Reply.

4.11 Replies to be in Sealed Container

All original, hard copies and electronic copies of the Reply must be submitted in a sealed container. The container must be clearly marked with the title of the Reply, the ITN number, the vendor's name, and identification of enclosed documents (i.e., Reply for AST ITN # 180831). The original Reply must be clearly marked as the original, and the copies identified and numbered (i.e., original, copy #1 of 2, etc.).

4.12 Reply Deadline

Replies must be received by the AST no later than the time provided in the Timeline. Any Replies that are not received at the specified address, by the specified date and time, will not be evaluated. All methods of delivery or transmittal to the AST Procurement Officer remain the responsibility of the Vendor and the risk of non-receipt or delayed receipt shall be borne exclusively by the Vendor. The AST will retain one unopened original for use in the event of a dispute.

4.13 Binding Replies

By submitting a Reply, Vendor agrees its Reply shall remain a valid offer for at least two hundred thirty-five (235) calendar days after the Reply opening date. In the event the contract award is delayed by protest or appeal, the 235-day period will be tolled pending final resolution of the protest or appeal.

4.14 Changes to Replies After Submission Prohibited

Once the Reply opening deadline has passed, no changes, modifications, or additions to the Reply submitted will be accepted by or be binding upon the AST until the AST initiates negotiations or requests revised or final Replies. AST reserves the right to waive and accept Respondent's corrections to minor irregularities but is under no obligation to do so.

4.15 Right to Rely on Information

In selecting Respondent(s) for negotiation and in making a final selection, the AST reserves the right to rely on all public sources of information about a Respondent, including, but not limited to financial records, press announcements, news and research articles, peer reviews, and the experience of the AST and customer agencies participating in this solicitation.

4.16 Cost of Preparation of Reply

By submitting a Reply, a Respondent agrees that the AST is not liable for any costs incurred by the Respondent in responding to this ITN.

4.17 Initial Reply Evaluation Criteria

As more specifically described in Appendix C, AST will evaluate initial Replies using the following evaluation criteria:

1. Company Qualifications
2. Functional Requirements
3. Technical Requirements
4. Value-Added Services
5. Other Considerations

This ITN is anchored on the requirements identified in Appendix 10 which have been developed in the years since Data Center Consolidation and are current customer requirements placed on the State Data Center. It is recognized that these requirements (specified in Appendix 10 and to be negotiated and included in the Contract's Statement of Work), will require custom solutions over and above the Respondent's regular service catalog to meet Customer Agency business objectives and performance needs. It is not the intent to be so prescriptive that every aspect of solution design is mandated. Also, during evaluations, rather than evaluating Replies solely on Appendix 10 prescriptive requirements compliance, evaluations will be based on how well the Respondent's Reply meets or enhances Service Management and performance as well as flexible enough to meet changing service demands.

4.18 Report of the Procurement Officer

The Procurement Officer will ensure consistent scoring and documentation to facilitate and support a consensus decision for all steps leading to the intended award. A consensus decision is a collaborative general agreement among the members of the group that does not have to be unanimous but meets the concerns of all members as much as possible. After developing the recommended ranking in accordance with Appendix C, the Procurement Officer will provide to the AST Executive Director a report on the evaluation process and the recommended ranking of the Replies.

4.19 Determination of Competitive Range

The scoring from the Evaluation Phase shall serve as a recommendation only. No scoring by the Executive Director will be performed. The AST Executive Director will determine which Vendors to invite to participate in negotiations.

4.20 Negotiation

After evaluation, the AST will compile the final evaluation scores to determine the competitive range of Replies reasonably susceptible of award (Competitive Range). The AST may then select one or more Respondent(s) within the Competitive Range with which to commence negotiations (concurrently or sequentially) or may reject all Replies. The AST will establish a negotiation team to conduct the negotiations and make an award recommendation after determining which Respondent presents the best value based on the selection criteria as identified in Section 4.24 – Basis of Award and Final Selection.

During the Negotiation Phase, AST will solicit from one or more Respondents information about the cost of proposed services. Negotiations will focus on costs and services correlated to the requirements specified in Appendix 10. A primary focus of negotiations will be the satisfaction, and cost, of compliance with Appendix 10 Requirements above the baseline.

Selected Respondent(s) will be invited to provide more detailed clarifications of their Replies, to perhaps provide interactive presentations of the Replies, and to enter into negotiations with AST. Any information that the Respondent provides during negotiations becomes part of the Respondent's Reply. Failure to provide requested information may result in rejection of the Reply.

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

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

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

The AST is not bound to enter into a contract with any Respondent unless the Respondent is determined to provide the best value to the State and the AST is able to negotiate the conditions and cost that it considers fair, competitive, and reasonable. This ITN will not result in an exclusive license or right to provide the Services described in this ITN or the resulting contract. The AST may, in compliance with applicable law, contract with other Respondents or vendors to provide the same or similar services.

Negotiations may include discussions of the terms, conditions, costs, Statement of Work, and related services to be provided by the Respondent. The negotiation team will not engage in scoring but will arrive at its recommendation by discussion during an audio recorded meeting as set forth in Section 4.23 of this ITN.

Respondents may be provided an opportunity to recommend enhanced value-added alternatives and provide information and options during negotiations. The AST reserves the right to negotiate different terms and related price adjustments if the AST determines that such changes would provide the best value to the State. The

negotiation team may address each proposed alternative during negotiations but is under no obligation to accept a proposed alternative. If the negotiation team determines that a proposed alternative is not acceptable, and the Respondents fails to offer another alternative that is acceptable to the negotiation team, the Respondent may be eliminated from further consideration or the negotiation team may stop negotiation with that Respondent.

4.21 Other AST Rights During Negotiations

At any time during the negotiation process, the Agency's reserved rights include but are not limited to:

- 4.21.1 Conduct reference checks and due diligence investigation of any Respondent, as the AST deems appropriate in its discretion.
- 4.21.2 Schedule additional negotiating sessions with any or all responsive Respondent(s);
- 4.21.3 Require any or all responsive Respondent(s) to provide additional, revised or final Replies addressing specified topics;
- 4.21.4 Require any or all responsive Respondent(s) to provide a written best and final offer in any form prescribed by the AST;
- 4.21.5 Require any or all responsive Respondent(s) to address services, prices, or conditions offered by any other Respondent;
- 4.21.6 Pursue a contract with one or more responsive Respondent(s) for the services encompassed by this solicitation, any addenda thereto, and any request for additional or revised detailed written Replies or request for best and final offers;
- 4.21.7 Arrive at an agreement with any responsive Respondent, finalize principal contract terms with such Respondent and terminate negotiations with any or all other Respondents, regardless of the status of or scheduled negotiations with such other Respondent(s);
- 4.21.8 Decline to conduct further negotiations with any Respondent;
- 4.21.9 Reopen negotiations with any Respondent;
- 4.21.10 Take any additional administrative steps deemed necessary in determining the Intent to Award, including additional fact-finding, evaluation, or negotiation where necessary and consistent with the terms of this ITN;
- 4.21.11 Review and rely on relevant portions of the evaluations conducted pursuant to this section.

Consistent with Florida law, the AST has sole discretion in deciding whether and when to take any of the foregoing actions, the scope and manner of such actions, the responsive Respondent(s) affected and whether to provide concurrent public notice of such decision.

4.22 Negotiation Meetings Not Open to Public

- 4.22.1 Negotiations between the AST and Respondent(s) are not open to the public pursuant to subsection 286.0113(2), Florida Statutes.
- 4.22.2 Negotiation strategy meetings of AST's team are exempted by subsection 286.0113(2)(a), F.S.
- 4.22.3 The AST shall audio record all meetings that are conducted in closed sessions under subsection 286.0113, F.S.

4.23 Basis of Award and Final Selection

- 4.23.1 After negotiations are conducted, the AST intends to award a Contract to the responsible and responsive Respondent whose final Reply (or Best and Final Offer (BAFO)), is assessed as providing the best value to the State based on the selection criteria. Selection criteria will include the following at a minimum:
- 4.23.1.1 Respondent's articulation, innovation, and demonstrated ability of the proposed approach to meet the AST's goals and the requirements of this ITN;
 - 4.23.1.2 Respondent's pricing and overall costs to the AST.
- 4.23.2 The negotiation team may modify or add to this selection criteria provided that such changes are disclosed to Respondent(s) engaged in such negotiations. The negotiation team members will not numerically score Respondent(s); the final decision of which Respondent will be recommended for award may be made based by a majority vote of the negotiation team members.
- 4.23.3 Responsiveness may be assessed at any point in the selection process.
- 4.23.4 The AST will consider the total cost of the Contract, including renewal years as submitted by the Respondent.

4.24 Final Selection and Notice of Intent to Award Contract

4.24.1 Negotiation Team Recommendation

The negotiation team will develop a recommendation as to the award that will provide the best value to the State. The negotiation team's recommendation will be forwarded to the AST Executive Director for review.

4.24.2 Selection of Respondent(s)

The AST Executive Director will decide which Respondent represents the best value, and to whom the Contract should be awarded under this ITN. In so doing, the AST Executive Director is not required to score the Respondent and will base the decision on a determination of best value based on the selection criteria.

- 4.24.3 The final form of Contract, executed by the Respondent and offered to AST for acceptance, will be presented for consideration to the Legislative Appropriation Chairs and the Governor as required by the proviso language set forth above in Section 1.1. Approval of the final form of offered Contract by the Legislature and the Governor is an express condition precedent of AST's execution of the Contract. Upon Legislative and Gubernatorial approvals, the Contract will be executed by the AST

4.25 Posting Intent to Award

The AST will post the Intent to Award Contract to the VBS, stating its intent to enter into one (1) or more contracts with the Respondent(s) identified therein. Any negotiations to finalize terms and conditions of the contract after such notice will involve an AST designee and not the Agency's negotiation team, although members of the team may assist the designee in such negotiations.

4.26 Reserved Rights After Notice of Intent to Award

The AST reserves the right:

- 4.26.1 To schedule additional negotiation sessions with Respondent(s) identified in the Notice of Intent to Award in order to establish final terms and conditions for Contracts with the Respondent.
- 4.26.2 To post a notice of withdrawal or amendment of its Notice of Intent to Award and reopen negotiations with any Respondent at any time prior to execution of the Contract.
- 4.26.3 To post a notice of withdrawal of award if the selected Respondent fails to execute the Contract.

4.27 Identification of Actual or Potential Conflicts of Interest

The standards on organizational conflicts of interest in section 287.057(17), Florida Statutes, apply to this solicitation. A Respondent with an actual or potential organizational conflict of interest shall disclose the conflict by completing Appendix E and including it behind Tab 8 of the Reply along with a proposed Conflict of Interest Mitigation Plan. If the Respondent believes the conflict of interest can be mitigated, neutralized or avoided, the Respondent shall include with its Reply a Conflict of Interest Mitigation Plan. The plan shall, at a minimum:

- 4.27.1 Identify any relationship, financial interest or other activity which may create an actual or potential organizational conflict(s) of interest.
- 4.27.2 Describe the actions the Respondent intends to take to mitigate, neutralize, or avoid the identified organizational conflict(s) of interest.
- 4.27.3 Identify the official within the Respondent organization responsible for making conflict of interest determinations.

The Conflict of Interest Mitigation Plan will be evaluated as acceptable or not acceptable and will be used to determine Respondent's responsibility, as defined in section 287.012(25), Florida Statutes. The AST reserves the right to request additional information from the Respondent or other sources, as deemed necessary, to determine whether or not the plan adequately neutralizes, or avoids the identified conflict(s).



Appendix A - Written Questions

Use this form to communicate to AST any questions relating to this ITN. The completed form shall be submitted in accordance with the instructions provided in **Section 4.5** of the ITN. The electronic response must be submitted as a Microsoft Word document (version 2007 or more recent). This form may be expanded as needed to facilitate response to this requirement.

Vendor Name: _____ **Date** _____

Question Number	ITN Section or Requirements Appendix Reference Number	Question/Comment
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

[Add rows as necessary.]

*Signature of Authorized Representative _____



Appendix B – Subcontractor List

Identify any subcontractors proposed to perform more than 5% of the Contract work (measured as Respondent’s estimate of annual Contract value). The Respondent shall have determined to its own complete satisfaction that a listed subcontractor has been successfully engaged in the related subcontracted services and is qualified to provide the services for which each subcontractor is listed.

Specifically, in addition to any other information described above the Respondent or subcontractor(s) must provide:

1. Full, legal name.
2. Federal Employer Identification Number and DUNS number.
3. Proof of legal entity and authorization to do business with the State of Florida.
4. Country and state of incorporation.
5. Principal place of business (including address, city, state, zip code, primary phone number).
6. Brief description of the services to be provided by the subcontractor.

Duplicate responses as necessary for additional subcontractors. If no subcontractor(s) will be used, this list shall be returned indicating “No Subcontractors will be used.”

Include this completed form behind Reply Tab 1, in the context of Company Qualifications, Team and Key Personnel Experience. Completed forms will not be counted as part of the five-page limit for that section.

Dated: _____

Signed: _____

*Signature of Authorized Representative

Printed/typewritten name of authorized representative: _____



Appendix C – Respondent Evaluation Criteria

The AST seeks to engage a Contractor that demonstrates the best capability to collaborate with the AST and Customer Agencies to accomplish the goals and objectives of the ITN. This Appendix C represents the standards by which each Respondent’s capabilities will be assessed. It also includes detailed instructions on how to prepare the Reply, that is, the imperative sentences in “A. Scoring Categories” are intended to guide Respondents in preparing Replies. Evaluators will assess how well the Reply follows the instructions contained in this Appendix C.

This Appendix C is comprised of the following components:

- A. Scoring Categories – Defines the specific categories by which each Respondent’s qualifications will be assessed.
- B. Technical Response Scoring – Defines the scoring system to be used by Evaluation team members in evaluating Respondent responses.

B. SCORING CATEGORIES

As a basis for the Evaluation, Respondents shall document comprehensive responses to the individually numbered items in each table, adhere to the specified page limits, where applicable, and provide concise responses. While the AST anticipates contracting with a single Respondent, the responses to these criteria should represent the Respondent and its sub-contractor(s) experience and qualifications collectively.

The AST will score the responses based on the following sections and their respective categories:

- 1. Company Qualifications
- 2. Functional Requirements
- 3. Technical Requirements
- 4. Value-Added Services
- 5. Other Considerations

1.0 Company Qualifications (This is TAB 1 of the Reply)

The AST will consider the overall qualifications of the Respondent that best meet the needs identified in this ITN, including company background and experience, team (Respondent and subcontractor) experience and key personnel, project management, service management, system integration and operational methodologies.

1.1 Company Background and Experience

The AST will consider Respondents with a strong company background. It is imperative the Respondent have verifiable references and be fully capable from an experience and qualifications perspective.

TAB 1 Company Qualifications	
Company Background and Experience	
1.	<p>Describe the Respondent's corporate background and relevant scope of service offerings, and how they align with supporting this ITN's scope and size.</p> <p>Describe the Respondent's baseline (catalog) services and the articulation of the Respondent's flexibility and maturity in the provision of solutions and services over the baseline that describes the Respondent's ability to meet the requirements (Appendix 10) of this ITN. Provide the Respondent's baseline services catalog (not included in the ten-page limit for this section.)</p> <p>Provide evidence of recent experience implementing and supporting the proposed solutions within the past seven years, for an organization substantially similar to this ITN's size, budget, and complexity.</p> <p>Respondents shall indicate in Appendix 10 if each requirement is included in the Respondent's established baseline mainframe service (established catalog of services), if they are partially included, or if they are not included (the completed copy of Appendix 10 is not included in the ten-page limit for this section).</p> <p>Response not to exceed ten pages.</p>
2.	<p>Provide full disclosure of any mainframe services contract(s) with a public entity that were terminated for cause or convenience by either the Respondent (or its Subcontractor, as applicable) or by the public entity.</p> <p>Response not to exceed three pages.</p>
3.	<p>Describe the Respondent's qualifications and experience implementing components of a comprehensive solution in a phased approach while keeping the legacy environmental components functional.</p> <p>Response not to exceed five pages.</p>
4.	<p>Provide copies of your most recent, independently audited, financial statements, as well as those for the preceding year. Include the audit opinion, balance sheet, income statement, statement of retained earnings, statement of cash flows, and the notes to the financial statements. If such information in reliable form is available electronically (e.g., SEC's EDGAR system), in lieu of paper copies provide enough direction on how to access the electronic copy. If independently audited financial statements do not exist for the Respondent, document the reason and, instead, submit sufficient information, including financial statements for the two most recent fiscal years, to enable the AST to assess the financial stability of the Respondent. Financial statements should be prepared according to Generally Accepted Accounting Principles (GAAP) as published by the Financial Accounting Standards Board. Respondent must point out and explain any portion of any report that is based on principles other than GAAP. The AST reserves the right to request that the Vendor submit additional financial information deemed necessary to complete its assessment.</p> <p>No page limitations apply.</p>

5.	<p>Provide three client references for projects of similar scope and size. Include the following information for each reference:</p> <ul style="list-style-type: none"> Client Contact (Name and Title) Address Phone Number Email Project Title Project Duration (Start and End Dates) Summary of Team’s Role on the Project <p>Response not to exceed three pages.</p>
----	---

1.2 Team and Key Personnel Experience

The AST will consider Respondents with a talented and experienced Team (Respondent and any subcontractors). It is important the Respondent provide a detailed staffing model which highlights the Team’s experiences, qualifications, and training.

TAB 1 Company Qualifications	
Team and Key Personnel Experience	
1.	<p>Describe the proposed staffing model including subcontractors (include Appendix B – Subcontractor List) and existing personnel, with key personnel and supporting personnel. The model should include a bio and resumes for all key personnel, what organization they are employed by (Respondent or subcontractor), what stage/phase they will be assigned to the project, and if they will be onsite or offsite (note: preference given to Replies with key personnel onsite). Describe how key personnel will be dedicated to the project and aligned to support the proposed implementation timeline.</p> <p>Describe key personnel’s previous experience with projects of similar size and scope in terms of qualifications, training, and certifications (if applicable) needed to effectively perform the role for which they are proposed.</p> <p>Key personnel include (at a minimum): Project Manager, Technical Architect, Single Point of Contact (SPOC), ITSM Manager.</p> <p>Include in your organizational chart the current AST team (as defined in Appendix 6) and describe the proposed approach for integrating existing staff into any key roles.</p> <p>Response not to exceed ten pages, excluding resumes of key personnel and Appendix B Subcontractor List.</p>
2.	<p>Describe additional staffing roles and highlight any that are being proposed as key personnel beyond the above required roles. Describe non-key personnel in terms of qualifications, training, and certifications (if applicable), needed to effectively perform the role for which they are proposed.</p> <p>Response not to exceed five pages.</p>

1.3 Project Management Methodology

TAB 1 Company Qualifications	
Project Management Methodology	
1.	<p>Provide your project management services approach, including details by phase. Include how your approach will integrate with AST's and Customer Agency Change Control. Describe how the approach will ensure appropriate access controls, zero data loss and provide anticipated downtimes.</p> <p>Response not to exceed five pages.</p>
2.	<p>With respect to project management activities, please describe your Team's anticipated responsibilities and those of the AST and Customer Agencies.</p> <p>Response not to exceed three pages.</p>
3.	<p>Provide a detailed project schedule for the first year of the agreement, or to the point of transition and stabilization in the Respondent's envisioned environment and a high-level Gantt Chart of remainder of the first five years of the contract.</p> <p>Response not to exceed six pages.</p>
4.	<p>Provide sample work products (status reports, communication plans, governance charters) to support migratory and sustaining activities for a project of this size and complexity.</p> <p>Response not to exceed five pages; attach relevant, sample work products as an appendix to the overall response (not counted in page limits).</p>

1.4 Systems Transition Methodology

This section provides details for Respondent responsibility in creating the Operational Work Plan that describes a two-phase migration:

1. Phase one. The immediate transition of mainframe operations from the AST to the Respondent's team.
2. Phase two. The transition from the current state to the Respondent's long-term sustaining state.

The Respondent will maintain and update the plan and will be responsible for managing and adhering to the processes and guidelines established by the plan.

The Respondent shall detail the implementation approach and methodology for delivery of the proposed solution.

TAB 1 Company Qualifications	
Systems Transition Methodology	
1.	<p>Describe your approach and methodology for the initial undertakings associated with this effort.</p> <p>In order to ensure an uninterrupted continuity of operations during the transition to a Contractor, Respondents shall anticipate taking possession of the mainframe components in the State Data Center and hiring the State staff associated with current operations upon contract start. In order to ensure an orderly knowledge transfer, Respondents shall assume current staff will remain with the Respondent for at least the first year from the contract start date.</p> <p>Respondent responses shall include a plan describing how it will accomplish the initial transition of services including:</p>

	<ol style="list-style-type: none"> 1) Providing an Initial transition operational work plan and schedule that shows all phases, steps and timing preparing for and accomplishing the initial transition of services from the AST to the Respondent as the responsible Contractor. The activities represented in the initial transition operational work plan and schedule should illustrate and document an understanding of all elements necessary to quickly assume full responsibility until accomplishment of a steady state of operation. 2) The initial transition plan shall include the Respondent’s strategy and target dates for establishing staffing necessary to fulfill the service, including its approach to rapidly onboarding State staff that will be joining the Respondent’s organization. 3) The initial transition plan shall include the Respondent’s strategy and target dates for establishing required hardware agreements. The Respondent’s approach should emphasize any advantage it provides that would enable rapid acquisition or continued use of the current hardware in the AST data center. 4) The initial transition plan shall include the Respondent’s strategy and target dates for establishing required software agreements. The Respondent’s approach should emphasize any advantage it provides, such as existing specific software license inventories of the required products, that would enable immediate fulfillment of required software. 5) The initial transition plan shall include the Respondent’s strategy and target dates for rapidly establishing Incident and Service Request Management. These are the most immediately critical aspects of Work Management requirements. The Respondent’s approach should emphasize any advantage it provides that would enable immediate fulfillment of this aspect of assuming the service. 6) The initial transition plan shall include the Respondent’s identification of expectations for State involvement to achieve the initial transition. The Respondent’s plan should include the target dates for State involvement in tasks, including agency customer involvement. The Respondent’s plan should provide a clear assignment of responsibilities necessary to achieve the initial transition. <p>Response not to exceed fifteen pages.</p>
2.	<p>Describe your approach and methodology for Requirements (Appendix 10) traceability.</p> <p>Response not to exceed four pages.</p>
3.	<p>Appendix 7, Service Baselines, includes three performance components to baseline performance. Respondents shall include in their response how measurements and compliance will be obtained:</p> <ol style="list-style-type: none"> 1. Mainframe machine performance. That the Respondent can provide the requested data in a manner suitable for comparative measures. The performance expectation for service classes is a higher percentage of time meeting the 1.0 or less value. 2. Batch window compliance. Respondents shall indicate how they will baseline, monitor and report batch window compliance within four weeks of contract start. Batch window compliance being defined as ensuring the continuation of all currently processed batch routines being executed within the current defined batch windows. 3. End-user performance. Respondents shall indicate how they would baseline end-user performance within four weeks of contract start. End-user performance being entire data conversations, end-to-end from the mainframe to the end user. How the conversations would be selected for baselining, the tools to be used in baselining, how the baseline measurements would be routinely monitored and reported to customer agencies.

	Response not to exceed ten pages.
4.	Describe your ability to interface to and integrate with the ITSM systems operated by both the AST and customer agencies as described in the Requirements (Appendix 10). Response not to exceed four pages.
5.	Describe how you would ensure uninterrupted continuity of operations for future movement of mainframe service workloads. Respondents shall provide an operational plan and a timeline for the migration of the current state of the mainframe environment to any contemplated future state. The plan shall include: 1) Providing a detailed hosting migration operational work plan and schedule for the transition services to migrate the State’s mainframe workloads to the Respondent’s mainframe hosting environment that will provide performance that is at least equivalent to the performance at the AST’s facilities. Respondents are encouraged to develop alternatives to the long-term transition approach and timing. 2) The hosting migration plan shall include staff knowledge transfer, proposed timing and changes to staffing profiles. 3) The hosting migration plan shall include an evaluation of the current environment, provide detailed proposed changes to the current topology and solution architecture and how any listed changes will impact customer agencies, testing plans, cut-over plan and timeline. 4) The hosting migration plan shall detail the multiple phases of any migratory effort, with milestones and acceptance tests defined that must be passed before the next phase is entered. The AST must approve the Operational Plan prior to Respondent taking possession of AST’s configurations. 5) The fully detailed hosting migration operational work plan shall detail a task list with target dates and responsible personnel, pursuant to which the Respondent will migrate the AST and Customer Agency mainframe data processing operations from its facilities to the Respondent’s solution (wherever hosted in the U.S.). Once approved, the hosting migration operational work plan may be modified from time to time by the agreement of the parties. The Respondent will be responsible under the hosting migration operational work plan for all project management and project planning. It is understood that the AST, Customer Agencies and the Respondent will share responsibility for certain migration activities. The hosting migration operational work plan will form the basis upon which the work will be accomplished, and each party will perform its tasks in accordance with the AST approved hosting migration operational work plan so that the migration effort will be accomplished on the schedule established in the hosting migration operational work plan. 6) The hosting migration operational work plan will include multiple checkpoints or “mini” milestones to enable the AST, customer agencies and the Respondent to monitor the ongoing progress of the effort daily and to anticipate any scheduling problem. Response not to exceed fifteen pages.
6.	Describe your approach to maintenance of data and operational security. Describe how you envision any separation of duties between your team and the AST and Customer Agencies would be applied. Response not to exceed four pages.

7.	Demonstrate your understanding of the complexity of any migration of data center operations to another site as it relates to the maintenance of application performance and what your team would do to ensure maintenance compliance with Service Baselines as identified in Appendix 7. Response not to exceed four pages.
8.	Describe your testing timing and approach (including the development, management, and execution of data scenarios and scripts) that would be necessary in consideration of any migration of data center operations to another site, and include your understanding of how parallel testing, including mid-range interfaces, of the solution will be performed. Response not to exceed four pages.
9.	Describe the knowledge transfer, documentation, training approach and methodology proposed for data center operations migration. Include specifics with respect to knowledge transfer. Response not to exceed four pages.
10.	Describe your configuration management and change control/release management approach, including customer agency support during any upgrades/deployments and post implementation. Response not to exceed four pages.
11.	Describe your approach to meet the Service Level metrics included in Appendix 10, Requirements. Describe your approach for ensuring appropriate tracking, reporting and metric violation resolution. Response not to exceed three pages.
12.	Describe your approach and methodology for providing Operations and Maintenance (O&M), i.e., all activities to maintain the migrated activities including but not limited to: operations and scheduling, batch support, system administration, database administration, outage management, problem troubleshooting and coordination, preventive maintenance, and repairs. Response not to exceed ten pages.
13.	Describe your approach and methodology for continuous improvement of the solution over time, to include new product capabilities. Response not to exceed three pages.
14.	Describe your approach to Incident Management to meet the metrics included in Appendix 10, Requirements. Describe Respondent's approach for ensuring appropriate tracking, reporting and metric violation resolution. Response not to exceed three pages.
15.	Describe your experience in developing and incorporating access and security controls throughout the operational support process. Response not to exceed three pages.
16.	Describe your approach and methodology for a potential contract termination or eventual resolicitation and award of the contract to another Contractor. Response not to exceed two pages.

2.1 General Understanding

This section gauges the Respondent’s understanding of the AST’s expected outcomes.

TAB 2 Functional Requirements	
Understanding of the AST ’s Desired Outcomes, Goals, and Objectives	
1.	Describe your comprehensive understanding of the AST’s desired outcomes, goals, and objectives. Response not to exceed three pages.

2.2 Overall Proposed Solution Capability and Rationale

This section covers the Respondent’s strategic approach to meet the Project’s objectives.

TAB 2 Functional Requirements	
Overall Proposed Solution Capability and Rationale	
1.	Provide a diagram of the proposed solution with sufficient detail to determine where the major capability requirements are supported. Describe the proposed technical hosting “stack” (i.e., network, storage, host(s), O/S. Include any variations from existing requirements as identified in the ITN and Appendixes. Response not to exceed three pages.
2.	Describe any proposed components, systems, applications, or tools proposed that are not part of the current solution and their role in the implementation. Response not to exceed three pages.
3.	Describe any area or capability proposed in the eventual solution that will leverage existing AST components, systems or tools, if any, include integration and interoperability considerations with the proposed solution. Describe and distinguish between Respondent’s responsibilities and those of the State (the AST or customer agencies) with respect to integration and interoperability management. Response not to exceed three pages.
4.	Describe the rationale as to why your proposed solution is the best value for the AST and customer agencies and include advantages and disadvantages of pursuing alternative solutions in the marketplace. Response not to exceed three pages.
5.	Describe any strategic advantages to the AST in selecting your proposed solution. Response not to exceed two pages.

2.3 Solution Assurances

Knowing that technology is always in a state of constant change, this section provides the Respondent an opportunity to articulate how its approach will provide long-term value to the AST and Customer Agencies.

TAB 2 Functional Requirements	
Solution Assurances	
1.	Describe how the proposed solution will be viable for a minimum of 5 years as well as any renewal period up to 5 years, including solution upgrades (addressing time from release to implementation), transitions to newer technologies, and other similar changes expected during the same timeframe. Response not to exceed two pages.

3 Technical Requirements (This is TAB 3 of the Reply.)

The AST will evaluate the Respondent’s technical services. The Respondent must have a sound technical approach, capabilities, and prior relevant experience.

3.1 Hosting and Technical Architecture Services

The AST desires to have the Respondent to provide long-term hosting of the solution, leveraging cloud or cloud-like methodologies to the extent possible considering functionality, performance, support, cost, and risk among other criteria.

TAB 3 Technical Requirements	
Hosting and Technical Architecture Services	
1.	Describe how the proposed solution meets the requirements of the AST and customer agencies. The Respondent is responsible for all mainframe related hardware and software and associated licensing and maintenance for the primary and disaster recovery environments as well as ensuring services continue to meet or exceed the State’s performance, support and security requirements. Respondents shall offer a narrative that includes the Respondent’s description of their proposed solution’s approach to meeting the scope of services, the management of compliance with Appendix 10 Requirements, and the completion of the Operational migration plan in conformance with deadlines. Response not to exceed ten pages.
2.	Describe the strategic advantages to the AST offered by the overall architecture of the proposed solution. Response not to exceed two pages.
3.	Describe the approach for data security including controls and compliance processes. Response not to exceed three pages.
4.	Describe the proposed hosting solution, including where hosting resides for all customer environments and disaster recovery/business continuity. Describe the Respondent, the AST and Customer Agency roles and responsibilities. Response not to exceed three pages.
5.	Describe how you would transfer the solution from your proposed hosting environment to another third-party hosting environment if required. Response not to exceed two pages.

6.	Describe any strategic advantages of the data and operational security management proposed that would benefit Customer Agencies. Response not to exceed two pages.
7.	Describe the approach to support the legacy applications that require unusual circumstantial support throughout the implementation. Response not to exceed three pages.

4 Value-Added Services (This is TAB 4 of the Reply.)

The AST desires to work with a creative and agile Respondent.

TAB 4 Value-Added Services	
Value-Added Services	
1.	Describe any value-added solutions or services (i.e., innovative, sustainable, practical, demonstrated) your firm will provide as part of the proposed solution. Response not to exceed five pages.

5. Other Considerations (This is Tab 5 of the Reply and is limited to 12 pages.)

TAB 5 Other Considerations	
1.	All existing mainframe hardware and software contracts expire within 30 days of July 1, 2019. The Respondent shall indicate how they will assume, expand existing contracts or enter into new contracts and all associated costs to maintain continuity of services.
2.	Any strategies to migrate the State to alternative mainframe software tools during migration or in the first year shall be explicitly outlined and include any estimated state agency testing level of effort to migrate to the new tools. Timing for changes after the first year would be negotiated with the customer agencies using regular governance and appropriate change control.
3.	Data Ownership: Expand on your approach to data management. Customer agencies own all right, title and interest in its data that is related to the services provided by this contract. The Respondent shall not access public jurisdiction user accounts, or public jurisdiction data, except (1) in response to service or technical issues, (2) as required by the express terms of this contract, or (3) at the customer's written request.

6. Software License Detail (This is Tab 6 of the Reply and is limited to the length of Appendix 3.)

Utilizing the table within Appendix 3, indicate whether you have existing licensing agreements or contractual relationships with the software manufacturers and for the products identified.

C. TECHNICAL RESPONSE SCORING

Respondent responses will be scored by the Evaluators according to the point system established in the table below.

1.0 Scoring Categories

Section (TAB)	Category	Total Possible Points
1. Company Qualifications	<i>Company Background and Experience</i>	45
	<i>Team and Key Personnel Experience</i>	45
	<i>Project Management Methodology</i>	45
	<i>System Transition Methodology</i>	75
	Company Qualifications Section Total Possible Points	210
2. Functional Requirements	<i>Understanding of the AST 's Desired Outcomes, Goals, and Objectives</i>	30
	<i>Overall Proposed Solution Capability and Rationale</i>	45
	<i>Solution Assurances</i>	15
	Functional Requirements Section Total Possible Points	90
3. Technical Requirements	<i>Hosting and Technical Architecture Services</i>	105
		Technical Requirements Section Total Possible Points
4. Value-Added Services	<i>Value-Added Services</i>	30
		Value-Added Services Section Total Possible Points
5. Other Considerations		30
		Other Considerations Section Total Possible Points
6. Software License Detail		30
		Software License Detail Section Total Possible Points
	Total Possible Points	495

2.0 Evaluator Scoring Guidelines

The Evaluation team members will assign 0 – 3 points to each evaluation Category using whole numbers (i.e., no fractions or decimals). The table below provides the scoring guidelines to be used by the Evaluation team when assigning points to each Category.

Assessment	Description	Rating
Exceeds Expectations	Reply fully meets all specifications and offers innovative solutions to meet specifications Reply exceeds minimum specifications and provisions in most aspects for the specific items	3
Meets Expectations	Reply adequately meets the minimum described need, or provisions of the specific needs and is generally capable of meeting the AST 's needs for specific items	2
Partially Meets Expectations	Reply does not fully address the need, one or more major considerations are not addressed, or is so limited that it results in a low degree of confidence in the Respondent's Reply or proposed Solution Reply is lacking in some essential aspects for the specific items	1

Does Not Meet Expectations	Reply fails to address the need, or it does not describe any experience related to the component Reply is inadequate in most basic specifications or provisions for the specific items Insufficient information provided to be evaluated	0
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3.0 Calculating Scores

Once each Evaluator has completed scoring, totals will be calculated, summarized, and averaged with respect to each Respondent.

Vendor "A" Ratings			Evaluator 1		Evaluator 2		Evaluator 3		Evaluator 4		Evaluator 5	
Section	Category	Point Value	Rating	Total Points	Rating	Total Points	Rating	Total Points	Rating	Total Points	Rating	Total Points
1. Company Qualifications	<i>Company background and experience (Up to 32 pages)</i>	15	1	15	2	30	1	15	2	30	1	15
	<i>Team and Key Personnel Experience (Up to 15 Pages)</i>	15	1	15	0	0	2	30	1	15	1	15
	<i>Project Management Methodology (Up to 17 Pages)</i>	15	1	15	1	15	1	15	2	30	3	45
	<i>System Transition Methodology Services (Up to 86 Pages)</i>	25	2	50	1	25	3	75	2	50	2	50
2. Functional Requirements	<i>Understanding of the AST's Desired Outcomes, Goals, and Objectives (Up to Three Pages)</i>	10	1	10	2	20	1	10	0	0	1	10
	<i>Overall Proposed Solution Capability and Rationale (Up to 14 Pages)</i>	15	3	45	2	30	1	15	2	30	2	30
	<i>Solution Assurances (Up to Four Pages)</i>	5	0	0	1	5	2	10	3	15	3	15
3. Technical Requirements	<i>Hosting and Technical Architecture Services (Up to 25 Pages)</i>	35	1	35	1	35	2	70	2	70	1	35
4. Value-Added Services	<i>Value-Added Services (Up to Five Pages)</i>	10	1	10	2	20	3	30	3	30	3	30
5. Other Considerations	<i>Other considerations (Up to 15 pages)</i>	10	1	10	1	10	2	20	2	20	2	20
6. Software License Detail	<i>Completed Attachment 3</i>	10	3	30	2	20	0	0	0	0	2	20
Total Points		155	235		210		290		290		285	

Average Total Points for Vendor "A" -> 262

4.0 Totaling Scores

The average scores from each Respondent will then be sorted and forwarded to the AST Executive Director. The AST Executive Director will determine which Vendors to invite to participate in negotiations.

Average Total Points for Vendor "F" -> 283

Average Total Points for Vendor "C" -> 265

Average Total Points for Vendor "A" ->	262
Average Total Points for Vendor "E" ->	221
Average Total Points for Vendor "D" ->	207
Average Total Points for Vendor "B" ->	205
Average Total Points for Vendor "G" ->	187



Appendix D - PUR 1001

State of Florida PUR 1001 General Instructions to Respondents

Contents

1. Definitions.
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18. Contract Overlap.
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20. Protests.
21. Limitation on Vendor Contact with Agency During Solicitation Period

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

(a) "Buyer" means the entity that has released the solicitation. The "Buyer" may also be the "Customer" as defined in the PUR 1000 if that entity meets the definition of both terms.

(b) "Procurement Officer" means the Buyer's contracting personnel, as identified in the Introductory Materials.

(c) "Respondent" means the entity that submits materials to the Buyer in accordance with these Instructions.

(d) "Response" means the material submitted by the respondent in answering the solicitation.

(e) "Timeline" means the list of critical dates and actions included in the Introductory Materials.

2. General Instructions. Potential respondents to the solicitation are encouraged to carefully review all the materials contained herein and prepare responses accordingly.

3. Electronic Submission of Responses. Respondents are required to submit responses electronically. For this purpose, all references herein to signatures, signing requirements, or other required acknowledgments hereby include electronic signature by means of clicking the "Submit Response" button (or other similar symbol or process) attached to or logically associated with the response created by the respondent within MyFloridaMarketPlace. The respondent agrees that the action of electronically submitting its response constitutes:

- an electronic signature on the response, generally,
- an electronic signature on any form or section specifically calling for a signature, and
- an affirmative agreement to any statement contained in the solicitation that requires a definite confirmation or acknowledgement.

4. Terms and Conditions. All responses are subject to the terms of the following sections of this solicitation, which, in case of conflict, shall have the order of precedence listed:

- Technical Specifications,
- Special Conditions and Instructions,
- Instructions to Respondents (PUR 1001),
- General Conditions (PUR 1000), and
- Introductory Materials.

The Buyer objects to and shall not consider any additional terms or conditions submitted by a respondent, including any appearing in documents attached as part of a respondent's response. In submitting its response, a respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a response, shall be grounds for rejecting a response.

5. Questions. Respondents shall address all questions regarding this solicitation to the Procurement Officer. Questions must be submitted via the Q&A Board within MyFloridaMarketPlace and must be RECEIVED NO LATER THAN the time and date reflected on the Timeline. Questions shall be answered in accordance with the Timeline. All questions submitted shall be published and answered in a manner that all respondents will be able to view. Respondents shall not contact any other employee of the Buyer or the State for information with respect to this solicitation. Each respondent is responsible for monitoring the MyFloridaMarketPlace site for new or changing information. The Buyer shall not be bound by any verbal information or by any written information that is not contained within the solicitation documents or formally noticed and issued by the Buyer's contracting personnel. Questions to the Procurement Officer or to any Buyer personnel shall not constitute formal protest of the specifications or of the solicitation, a process addressed in paragraph 19 of these Instructions.

- 6. Conflict of Interest.** This solicitation is subject to chapter 112 of the Florida Statutes. Respondents shall disclose with their response the name of any officer, director, employee or other agent who is also an employee of the State. Respondents shall also disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the respondent or its affiliates.
- 7. Convicted Vendors.** A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the following for a period of 36 months from the date of being placed on the convicted vendor list:
- submitting a bid on a contract to provide any goods or services to a public entity;
 - submitting a bid on a contract with a public entity for the construction or repair of a public building or public work;
 - submitting bids on leases of real property to a public entity;
 - being awarded or performing work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and
 - transacting business with any public entity in excess of the Category Two threshold amount (\$25,000) provided in section 287.017 of the Florida Statutes.
- 8. Discriminatory Vendors.** An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134 of the Florida Statutes may not:
- submit a bid on a contract to provide any goods or services to a public entity;
 - submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
 - submit bids on leases of real property to a public entity;
 - be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or
 - transact business with any public entity.
- 9. Respondent's Representation and Authorization.** In submitting a response, each respondent understands, represents, and acknowledges the following (if the respondent cannot so certify to any of following, the respondent shall submit with its response a written explanation of why it cannot do so).
- The respondent is not currently under suspension or debarment by the State or any other governmental authority.
 - To the best of the knowledge of the person signing the response, the respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.

- Respondent currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
- The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.
- The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other respondent or potential respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any respondent or potential respondent, and they will not be disclosed before the solicitation opening.
- The respondent has fully informed the Buyer in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a) of the Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.
- Neither the respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:
 - Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
 - Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.
- The product offered by the respondent will conform to the specifications without exception.
- The respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.
- If an award is made to the respondent, the respondent agrees that it intends to be legally bound to the Contract that is formed with the State.
- The respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response.
- The respondent shall indemnify, defend, and hold harmless the Buyer and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the respondent's preparation of its bid.

- All information provided by, and representations made by, the respondent are material and important and will be relied upon by the Buyer in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Buyer of the true facts relating to submission of the bid. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817 of the Florida Statutes.

10. Manufacturer's Name and Approved Equivalents. Unless otherwise specified, any manufacturers' names, trade names, brand names, information or catalog numbers listed in a specification are descriptive, not restrictive. With the Buyer's prior approval, the Contractor may provide any product that meets or exceeds the applicable specifications. The Contractor shall demonstrate comparability, including appropriate catalog materials, literature, specifications, test data, etc. The Buyer shall determine in its sole discretion whether a product is acceptable as an equivalent.

11. Performance Qualifications. The Buyer reserves the right to investigate or inspect at any time whether the product, qualifications, or facilities offered by Respondent meet the Contract requirements. Respondent shall at all times during the Contract term remain responsive and responsible. In determining Respondent's responsibility as a vendor, the agency shall consider all information or evidence which is gathered or comes to the attention of the agency which demonstrates the Respondent's capability to fully satisfy the requirements of the solicitation and the contract.

Respondent must be prepared, if requested by the Buyer, to present evidence of experience, ability, and financial standing, as well as a statement as to plant, machinery, and capacity of the respondent for the production, distribution, and servicing of the product bid. If the Buyer determines that the conditions of the solicitation documents are not complied with, or that the product proposed to be furnished does not meet the specified requirements, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, the Buyer may reject the response or terminate the Contract. Respondent may be disqualified from receiving awards if respondent, or anyone in respondent's employment, has previously failed to perform satisfactorily in connection with public bidding or contracts. This paragraph shall not mean or imply that it is obligatory upon the Buyer to make an investigation either before or after award of the Contract, but should the Buyer elect to do so, respondent is not relieved from fulfilling all Contract requirements.

12. Public Opening. Responses shall be opened on the date and at the location indicated on the Timeline. Respondents may, but are not required to, attend. The Buyer may choose not to announce prices or release other materials pursuant to s. 119.071(1)(b), Florida Statutes. Any person requiring a special accommodation because of a disability should contact the Procurement Officer at least five (5) workdays prior to the solicitation opening. If you are hearing or speech impaired, please contact the Buyer by using the Florida Relay Service at (800) 955-8771 (TDD).

13. Electronic Posting of Notice of Intended Award. Based on the evaluation, on the date indicated on the Timeline the Buyer shall electronically post a notice of intended award at http://www.myflorida.com/apps/vbs/vbs_main_menu. If the notice of award is delayed, in lieu of posting the notice of intended award the Buyer shall post a notice of the delay and a revised date for posting the notice of intended award. Any person who is adversely affected by the decision shall file with the Buyer a notice of protest within 72 hours after the electronic posting. The Buyer shall not provide tabulations or notices of award by telephone.

14. Firm Response. The Buyer may make an award within sixty (60) days after the date of the opening, during which period responses shall remain firm and shall not be withdrawn. If award is not made within sixty (60) days, the response shall remain firm until either the Buyer awards the Contract, or the Buyer receives from

the respondent written notice that the response is withdrawn. Any response that expresses a shorter duration may, in the Buyer's sole discretion, be accepted or rejected.

- 15. Clarifications/Revisions.** Before award, the Buyer reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of submissions from all respondents deemed eligible for Contract award. Failure to provide requested information may result in rejection of the response.
- 16. Minor Irregularities/Right to Reject.** The Buyer reserves the right to accept or reject any and all bids, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if the Buyer determines that doing so will serve the State's best interests. The Buyer may reject any response not submitted in the manner specified by the solicitation documents.
- 17. Contract Formation.** The Buyer shall issue a notice of award, if any, to successful respondent, however, no contract shall be formed between respondent and the Buyer until the Buyer signs the Contract. The Buyer shall not be liable for any costs incurred by a respondent in preparing or producing its response or for any work performed before the Contract is effective.
- 18. Contract Overlap.** Respondents shall identify any products covered by this solicitation that they are currently authorized to furnish under any state term contract. By entering into the Contract, a Respondent authorizes the Buyer to eliminate duplication between agreements in the manner the Buyer deems to be in its best interest.
- 19. Public Records.** Article 1, section 24, Florida Constitution, guarantees every person access to all public records, and Section 119.011, Florida Statutes, provides a broad definition of public record. As such, all responses to a competitive solicitation are public records unless exempt by law. Any respondent claiming that its response contains information that is exempt from the public records law shall clearly segregate and mark that information and provide the specific statutory citation for such exemption.
- 20. Protests.** Any protest concerning this solicitation shall be made in accordance with sections 120.57(3) and 287.042(2) of the Florida Statutes and chapter 28-110 of the Florida Administrative Code. Questions to the Procurement Officer shall not constitute formal notice of a protest. It is the Buyer's intent to ensure that specifications are written to obtain the best value for the State and that specifications are written to ensure competitiveness, fairness, necessity and reasonableness in the solicitation process.

Section 120.57(3)(b), F.S. and Section 28-110.003, Fla. Admin. Code require that a notice of protest of the solicitation documents shall be made within seventy-two hours after the posting of the solicitation.

Section 120.57(3)(a), F.S. requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."

Section 28-110.005, Fla. Admin. Code requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."

- 21. Limitation on Vendor Contact with Agency During Solicitation Period.** Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of

this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.



Appendix E - Respondent Certifications

MANDATORY CERTIFICATIONS	
MASTER CERTIFICATION	
<p>As the person named below is the Authorized Representative of the Respondent</p> <p style="text-align: right;">_____ (legal name of Respondent), I</p> <p>confirm that I have fully informed myself of all terms and conditions of ITN #182831 (the ITN), the facts regarding the Reply submitted by the Respondent in response to the ITN and the truth of each statement contained in Certifications below and certify, by checking the applicable “true” or “false” box below and affixing my signature hereto, that each statement in each checked certification is “true” or “false” as indicated.</p>	
Check the applicable box next to the title to each certification (explanations below):	
a.	<p>Certification of Binding Reply and Acceptance of Terms of ITN and Contract Document - By checking the “True” box I hereby certify that the Respondent’s Reply is submitted in good faith in response to the AST for State Technology Invitation to Negotiate (the ITN) and is binding on the Respondent in accordance with the terms of the ITN, that I have read, understood and agree with the terms and conditions of the ITN and, if awarded any contract as a result of the ITN, the Respondent will comply with the requirements, terms, and conditions stated in the ITN and the contract document. The Respondent further agrees that any intent by the Vendor to deviate from the terms and conditions set forth therein may result, at the Agency’s exclusive determination, in rejection of the Reply.</p>
<p>True False</p>	
b.	<p>Organizational Conflict of Interest – I hereby certify that, to the best of my knowledge, my company (including its subcontractors, subsidiaries and partners)</p> <p style="padding-left: 40px;">Please check the applicable paragraph below:</p> <ul style="list-style-type: none"> ○ Has no existing relationship, financial interest or other activity which creates any actual or potential organizational conflicts of interest relating to the award of a contract from this solicitation. ○ Has attached to this form additional sheets describing in-detail the nature of any actual or potential organizational conflict of interest, as defined in section 287.057(17), Florida Statutes, and has provided a “Conflict of Interest Mitigation Plan” as outlined in ITN Section 4.27.”
<p>True False</p>	

c. State Data - Does the Respondent agree that all State Data is confidential information, which may be processed and stored in the Respondent's data center and that pursuant to the prospective contract, such data will reside and remain in the United States and will not be transferred out of the United States? Will the Respondent include language in any subcontractor agreements that the subcontractor pursuant to the prospective contract will abide by the same requirements?

True **False**

The content of each certification named above, set forth below, is incorporated into this Master Certification as if fully recited herein and, for each certification marked "true" above, the below signature is deemed to be affixed to each such certification. I agree that any certification not marked above will be deemed "false."

Signature of Authorized Representative: _____

Date: _____



Listing of External Appendices

Appendix 1. Operations and Scheduling procedures.

This appendix contains process definitions for the Operations and Scheduling teams in the current operational environment. These activities are in-scope to Respondent Replies.

Appendix 2. Existing system description.

Includes environmental summary and some detailed descriptive information not contained in other Appendixes.

Appendix 3. Software product detail.

Comprehensive listing of software supporting the mainframe environment and sub capacity utilization.

Appendix 4. Current vendor contracts.

Listing of existing mainframe support contacts and current cost.

Appendix 5. Hardware Lease/Maintenance detail.

Contains currently information pertaining to the components in the environment including lease end dates.

Appendix 6. State and contracted staff.

Includes the mainframe support teams' current staffing profile and costs.

Appendix 7. Service baselines.

The measures by which satisfactory environmental performance will be evaluated.

Appendix 8. Active jobs by agency.

A list of current batch jobs by Customer Agency.

Appendix 9. Draft agency contract.

Proposed baseline terms for the engagement.

Appendix 10. Requirements.

Listing of Respondent obligations necessary to maintain current environmental, operational and customer support conditions.

Appendix 11. Historical costs.

State of Florida fiscal year 2016 and fiscal year 2017 actual mainframe service costs.

Appendix 12. Agency Business Case.

Developed in compliance with section 287.0571, Florida Statutes.