



4050 Esplanade Way
Tallahassee, FL 32399-0950
850-488-2786

Ron DeSantis, Governor
Jonathan R. Satter, Secretary

INVITATION TO NEGOTIATE
FOR
STATE DATA CENTER MANAGED SERVICE PROVIDER (MSP)
ITN NO: DMS-20/21-031
THE STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES

Procurement Officer: Trey Collins
Departmental Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 335
Tallahassee, FL 32399-0950
Phone: (850) 412-6023
Email: DMS.Purchasing@dms.myflorida.com

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.

Any protest concerning this agency decision or intended decision must be timely filed with the Agency Clerk. Protests may be filed by courier, hand delivery, or regular mail at: Department of Management Services, Office of the General Counsel, Attention: Agency Clerk, 4050 Esplanade Way, Suite 160, Tallahassee, Florida 32399-0950. Protests may also be filed by fax at 850-922-6312, or by email at agencyclerk@dms.myflorida.com. It is the filing party's responsibility to meet all filing deadlines.

NOTICE PURSUANT TO SECTION 287.057(23), FLORIDA STATUTES

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.

TABLE OF CONTENTS

SECTION 1. INTRODUCTION.....	4
1.1 Solicitation Objective.....	4
1.2 Background.....	4
1.3 Term	4
1.4 Goals of the ITN.....	4
1.5 Special Accommodations.....	4
1.6 Procurement Officer.....	4
1.7 Timeline of Events	5
SECTION 2. SOLICITATION PROCESS.....	6
2.1 General Overview	6
2.2 Non-Disclosure Agreement and Intent to Reply	7
2.3 Questions and Answers	8
2.4 Addenda to the Solicitation	8
2.5 Receipt of Replies.....	8
2.5.1 Reply Deadline	8
2.5.2 Clarifications to Replies.....	8
2.6 Respondent Firm Offer.....	8
SECTION 3. GENERAL INSTRUCTIONS	9
3.1 Introduction.....	9
3.2 MFMP Registration	10
3.3 Florida Substitute Form W-9 Process.....	11
3.4 Website References.....	11
3.5 How to Submit a Reply.....	11
3.6 Mandatory Responsiveness Requirements.....	12
3.7 Contents of Reply	13
3.8 Public Records, Respondent’s Confidential Information, and Redacted Replies	14
3.9 Additional Information	15
3.10 Vendor’s Pricing.....	16
3.11 Subcontracting.....	16
SECTION 4. SELECTION METHODOLOGY	16
4.1 Determination of Replies’ Responsiveness for Evaluation.....	16
4.2 Evaluation Process – General Overview	16
4.3 Evaluation of the Reply	16
4.3.1 Scoring	17
4.3.2 Other Department Rights for Evaluation.....	18

4.4	Evaluation Criteria for Respondent’s Technical Reply	18
4.5	Negotiations.....	20
4.5.1	Negotiations Process – General Overview	20
4.5.2	Respondent Attendance at Negotiations	21
4.5.3	Revised Replies and Best and Final Offers	21
4.5.4	Other Department Rights During Negotiations	21
4.5.5	Negotiation Meetings Not Open to Public.....	22
4.6	Final Selection and Notice of Intent to Award Contract	23
4.6.1	Award Selection.....	23
4.6.2	Selection Criteria.....	23
4.6.3	Department’s Negotiation Team Recommendation	23
SECTION 5. AWARD.....		23
5.1	Rights for Award	23
5.2	Agency Decision	24
5.3	Other Reserved Rights.....	24
5.4	No Contract until Execution.....	24

Attachments:

- Attachment A – Statement of Work
- Attachment B – Draft Contract

Forms:

- FORM 1 – CONTACT INFORMATION
- FORM 2 – NOTICE OF CONFLICT OF INTEREST
- FORM 3 – STATEMENT OF NO PRIOR DISQUALIFYING INVOLVEMENT
- FORM 4 – SUBCONTRACTING
- FORM 5 – MANDATORY RESPONSIVENESS REQUIREMENTS
- FORM 6 – CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

SECTION 1. INTRODUCTION

1.1 Solicitation Objective

The State of Florida (State), Department of Management Services (Department), seeks to establish through this Invitation to Negotiate (ITN) a contract or contracts (Contract) for a State Data Center Managed Service Provider (MSP), as further described in Attachment A – Statement of Work.

1.2 Background

The Department currently provides data center services to state agencies pursuant to section 282.201, Florida Statutes, and as delineated in Attachment A – Statement of Work. In February 2020, the Department received a business case in which it was recommended that the State Data Center be outsourced to an MSP.

The Department anticipates that it will be appropriated \$59,116,843 in the General Appropriations Act for Fiscal Year 20-2021 for the management of the State Data Center. This estimate is for informational purposes only. Under no circumstances should this estimate be construed as representing actual or guaranteed spend under any new Contract.

1.3 Term

It is anticipated that the term of the Contract will be five (5) years with up to five (5) optional one (1) year renewals. The Contract may only be renewed in accordance with section 287.057(13), Florida Statutes.

1.4 Goals of the ITN

The goals of this ITN are to:

- a. Establish one or more multiyear agreements to transition the management of the State Data Center to an MSP;
- b. Facilitate the State's migration to the cloud, enabling elasticity, scalability, and updating applications to a modern architecture;
- c. Enhance cybersecurity and secure the State's information technology infrastructure;
- d. Enable data interoperability across the State enterprise; and
- e. Engage with a contractor to meet or exceed current service levels of the State Data Center.

1.5 Special Accommodations

Any person requiring a special accommodation due to a disability should contact the Department's Americans with Disabilities Act (ADA) Coordinator at (850) 922-7535, or ADA.Coordinator@dms.myflorida.com. Requests for accommodation for meetings must be made at least five (5) business days prior to the meeting. A person who is hearing or speech impaired can contact the ADA Coordinator by using the Florida Relay Service at (800) 955-8771 (TDD).

1.6 Procurement Officer

The Procurement Officer is the **sole point of contact** for this procurement. Direct all contact with the Department to the Procurement Officer in writing by email.

Trey Collins
Departmental Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 335
Tallahassee, FL 32399-0950
Phone: (850) 412-6023 | Email: DMS.Purchasing@dms.myflorida.com

*****PLACE THE SOLICITATION NUMBER IN THE SUBJECT LINE OF ALL EMAILS TO THE PROCUREMENT OFFICER*****

If a Respondent claims that any portion of an email is trade secret under section 812.081, Florida Statutes, or otherwise confidential under Florida or Federal Law, the Respondent is to place the word "Confidential" in the subject line. (See also subsection 3.8.4 of this ITN for more information on confidential information.)

Any such contact by an affiliate, a person with a relevant business relationship with a Respondent, or an existing or prospective subcontractor to a Respondent is assumed to be on behalf of a Respondent unless shown otherwise.

1.7 Timeline of Events

The table below contains the anticipated Timeline of Events for this solicitation. The dates and times within the Timeline of Events are subject to change. It is the Respondent's responsibility to check the Vendor Bid System (VBS) for any changes. The Respondent is responsible for ensuring the Department receives all required documentation by the dates and times (Eastern Time) specified below (or as revised by addenda).

TIMELINE OF EVENTS		
Events	Event Time (ET)	Event Date
ITN posted on the VBS.		June 30, 2020
Last date for Respondents to submit Form 6 – Confidentiality and Non-Disclosure Agreement.	3:00 PM	July 8, 2020
Deadline to submit questions to the Procurement Officer.	3:00 PM	July 21, 2020
Department's anticipated posting of answers to Respondents' questions on the VBS.		August 11, 2020
Deadline to submit Reply and all required documents to the Procurement Officer.	2:00 PM	September 8, 2020

TIMELINE OF EVENTS		
Events	Event Time (ET)	Event Date
Public Opening. Conference Room 101 4050 Esplanade Way Tallahassee, Florida 32399-0950 GoToMeeting – Ways for Public to join/attend meeting: <u>Join from computer, tablet or smartphone:</u> https://global.gotomeeting.com/join/585116381 <u>Join by telephone:</u> United States (Toll Free): 1 866 899 4679 United States: +1 (312) 757-3117 Access Code: 585-116-381 <u>Join from a video-conferencing room or system.</u> Dial in or type: 67.217.95.2 or inroomlink.goto.com Meeting ID: 585 116 381	3:00 PM	September 8, 2020
Evaluation Phase.		September 9, 2020 to September 28, 2020
Negotiation Phase.		October 12, 2020 to January 19, 2021
Negotiation Team Public Meeting Conference Room 101 4050 Esplanade Way Tallahassee, Florida 32399-0950 Conference call #: 1-888-585-9008 Participant code: 239-071-576#	10:00 AM	February 2, 2021
Anticipated date to post Notice of Intent to Award on the VBS.		February 9, 2021
Anticipated Contract Execution.		March 12, 2021

SECTION 2. SOLICITATION PROCESS

2.1 General Overview

The ITN is a method of competitively soliciting contractual services under Chapter 287, Florida Statutes. This solicitation will be administered through the Vendor Bid System (VBS). Vendors interested in submitting a Reply are to comply with all terms and conditions described in this solicitation. The Department will hold a public opening of the Replies at the date, time, and location provided in the Timeline of Events.

The ITN process is divided into two (2) phases: the evaluation phase and the negotiation phase. The evaluation phase involves the Department's evaluation of Replies in accordance with this ITN. During this phase, the Department evaluates all Responsive Replies using the assessment scale against all evaluation criteria to establish a competitive range of Replies reasonably susceptible of award. The Department then selects one (1) or more Respondents within the competitive range with which to commence negotiations.

The negotiation phase involves negotiations by the Department with the Respondent or Respondents whose evaluated Replies were determined to be within the competitive range, in accordance with this ITN. During this phase, the Department may request revised Replies and best and final offers (BAFOs) based on the negotiations.

Once negotiations have concluded and BAFO(s) have been received and reviewed, the Department will hold a Negotiation Team public meeting to recommend Contract award(s). The Department intends to post a notice of Intent to Award Contract(s), identifying the Responsive and Responsible vendor(s) that provide the best value to the State based on the selection criteria set forth in subsection 4.6 of the ITN.

Any reservation or listing of reservations of the Department's rights provided in this ITN is not intended to be exhaustive and shall not be construed to limit the rights of the Department in conducting this procurement.

2.2 Non-Disclosure Agreement and Intent to Reply

Respondents are required to submit a completed, signed copy of Form 6 – Confidentiality and Non-Disclosure Agreement, which includes Attachment NDA-1: Acknowledgement Agreement, to the Procurement Officer, by email at DMS.Purchasing@dms.myflorida.com, in order to receive copies of the following exhibits, which are incorporated into Attachment A – Statement of Work:

Exhibit 1 – Business Case for State Data Center, Unredacted

Exhibit 2 – 2020-2021 DST Service Catalog

Exhibit 3 – Service Level Agreements

Exhibit 4 – Hardware

Exhibit 5 – Software

Exhibit 6 – State Employee Inventory

Exhibit 7 – Contracted Staff Inventory

The information contained in these Exhibits are protected from public inspection by section 282.318, Florida Statutes.

Respondents **must** submit Form 6 by the time and due date indicated in the Timeline of Events, subsection 1.7. **The Department will not accept any modifications to this form.** The Department will review the Form 6 submitted by Respondents to verify that the form is complete and signed by the Respondent. Upon completing the Form 6 review process, exhibits will be made available by the Department securely through a download link that will be shared with Respondents after the Form 6 submission due date in the Timeline of Events and not prior to that date. **The Department will send the download link to the email address provided by the Respondent in Form 6.** Form 6 may be signed by the Respondent's authorized representative using either electronic or wet-ink signature.

Note: Respondents that do not submit Form 6 by the due date indicated in the Timeline of Events, subsection 1.7, shall be deemed non-responsive by the Department.

2.3 Questions and Answers

Respondents will submit all questions during the Question and Answer period in writing to the Procurement Officer via email. The deadline for submission of questions is reflected in the Timeline of Events, subsection 1.7.

The Department requests that all questions have the solicitation number in the subject line of the email. Questions are requested to be submitted in the following format:

Question #	Respondent Name	Section	Page #	Question

Questions will not constitute a formal protest of the specifications of the solicitation. Department answers to written questions will be issued by addendum via the VBS.

2.4 Addenda to the Solicitation

The Department reserves the right to modify this solicitation by issuing an addendum posted on the VBS. It is the responsibility of the Respondent to check the VBS for information and updates.

2.5 Receipt of Replies

2.5.1 Reply Deadline

The Respondent is responsible for ensuring the Department receives the Reply no later than the date and time provided in subsection 1.7 of this ITN (or as revised by addenda). Address the Reply to the Procurement Officer at:

Trey Collins
Departmental Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 335
Tallahassee, FL 32399-0950
Phone: (850) 412-6023
Email: DMS.Purchasing@dms.myflorida.com

All methods of delivery or transmittal to the Procurement Officer are exclusively the responsibility of Respondents, and the risk of non-receipt or delayed receipt shall be borne exclusively by the Respondents.

2.5.2 Clarifications to Replies

No changes, modifications, or additions to the Replies will be allowed after the Replies have been opened, except as negotiated during the negotiation phase. However, the Department reserves the right to seek clarifications from any Respondent at any time.

2.6 Respondent Firm Offer

The Department may enter into a Contract within three hundred and sixty-five (365) calendar days after the date the Notice of Intent to Award is posted, during which period Replies shall remain firm and shall not be withdrawn. If a Contract is not executed within three hundred and sixty-five (365)

days, the Replies shall remain firm until either the Contract is executed, or the Department receives from a Respondent written notice that the Reply is withdrawn.

SECTION 3. GENERAL INSTRUCTIONS

3.1 Introduction

In accordance with Rule 60A-1.002(5), F.A.C., Form PUR 1000, the General Contract Conditions, is incorporated by reference into the Contract. Form PUR 1001, the General Instructions to Respondents, is also incorporated by reference into this solicitation, but is superseded to the extent set forth herein. Both forms can be accessed at:

http://www.dms.myflorida.com/business_operations/state_purchasing/documents_forms_references_resources/purchasing_forms.

Sections 3, 5, 9, and 14 of the PUR 1001 (General Instructions to Respondents) are inapplicable and are replaced with the following Special Instructions:

Section 3. Electronic Submission of Offers

Replies shall be submitted in accordance with section 3.5, How to Submit a Reply, of this solicitation.

Section 5. Questions

Questions shall be submitted in accordance with the section 2.3, Questions and Answers, of this solicitation.

Section 9. Respondent's Representation and Authorization.

In submitting a Reply, each Respondent understands, represents, and acknowledges the following:

- The Respondent is not currently under suspension or debarment by the State or any other governmental authority.
- 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 Proposal.
- The prices and amounts submitted by the Respondent at any time during the ITN process 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 Department in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a), 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 (3) years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
 - Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or reason of default that would impair the Respondent's ability to deliver the commodities or contractual services of the resultant contract.
- The commodities or contractual services offered by the Respondent will conform to the requirements of Attachment A – Statement of Work.
- 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 Reply, 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 Proposal.
- The Respondent shall indemnify, defend, and hold harmless the Department 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 Proposal.
- All information provided by, and representations made by, the Respondent are material and important and will be relied upon by the Department in awarding a Contract. Any misrepresentation shall be treated as fraudulent concealment from the Department of the true facts relating to submission of the Reply. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817, Florida Statutes.
- If at any point during the course of the procurement, circumstances change so that any of the above acknowledgements are no longer true, Respondent will notify the procurement officer as soon as practicable.

Section 14. Firm Response

The Department may make an award within one hundred eighty (180) Calendar Days after the date the Replies are due. By submitting a Reply, Respondents acknowledge and agree that their Replies shall remain firm (and shall not be withdrawn) for at least one hundred eighty (180) Calendar Days after the Replies have been submitted. If an award is not made within the one hundred eighty (180) day period, the Reply shall remain firm until either the Department awards the Contract or the Department receives from Respondent written notice that the Reply is withdrawn.

3.2 MFMP Registration

The awarded Respondent(s), if any, must register in MyFloridaMarketPlace (MFMP) prior to Contract execution. For additional information, please visit:

https://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/mfm_p_vendors/requirements_for_vendor_registration.

The awarded Respondent(s) will be required to pay the required MFMP transaction fee(s) as specified in subsection 3.8 of Attachment B - Draft Contract, unless an exemption has been requested and approved pursuant to Rule 60A-1.031, Florida Administrative Code.

3.3 Florida Substitute Form W-9 Process

A State contractor **must** have registered and completed an electronic Florida Substitute Form W-9. The Internal Revenue Service (IRS) receives and validates the information Respondents provide on the Form W-9.

For instructions on how to complete the Florida Substitute Form W-9, please visit: <http://www.myfloridacfo.com/Division/AA/StateAgencies/W-9Instructions022212.pdf>

The awarded Respondent(s), if any, must have completed this process prior to Contract execution.

3.4 Website References

Do not incorporate or reference dynamic links that are external to the Reply documents. Provide screen shots in lieu of references to websites. References to dynamic links (Universal Resource Locators) will not be considered as part of the Respondent's Reply.

3.5 How to Submit a Reply

Respondents are responsible for submitting their Replies by the date and time specified in the Timeline of Events of this solicitation. Respondents are to submit the Reply in a sealed box(es) containing the following:

3.5.1 One (1) original, un-redacted bound version of the Reply.

3.5.2 One (1) electronic copy of the entire Reply in Adobe (.pdf) on a USB flash drive (CD/DVD format is also acceptable). Large files should be scanned as separate files, and;

3.5.3 If applicable, one (1) electronic redacted copy of the entire Reply on a USB flash drive (CD/DVD format is also acceptable), as described in subsection 3.8 of this ITN. Large files should be scanned as separate files.

All electronic documents are to be searchable to the fullest extent practicable. Paper and electronic copies of Replies are to consist of identical information. In the event of a conflict between the copies, the original paper Reply controls.

Clearly mark on the outside of the sealed package the solicitation number, company name, and Procurement Officer Name.

Submit Replies to the Procurement Officer at the address listed in subsection 1.6, Procurement Officer.

Prepare Replies simply and economically, providing a straightforward, concise delineation of the Respondent's capabilities to satisfy the requirements of this solicitation. The emphasis of each Reply should be on completeness and clarity of content.

Replies that are not timely submitted with all required information may be deemed nonresponsive.

3.6 Mandatory Responsiveness Requirements

The Department will not evaluate Replies that do not meet the minimum mandatory requirements listed below. Responses to Attachment A - Statement of Work will be scored at the evaluation phase. Responses to Attachment A - Statement of Work and evaluator scores will not be used to determine the responsiveness of the Replies.

The Department reserves the right to waive any minor irregularity, technicality, or omission if the Department determines that doing so will serve the best interest of the State.

The certifications required in subsections 3.6.1 through 3.6.7 are to be accomplished through the execution of Form 5 – Mandatory Responsiveness Requirements, below. A Reply will be deemed nonresponsive if it fails to contain a signed Form 5.

- 3.6.1** The Respondent must certify that it is in compliance with the requirements of this ITN, including subsection 3.9.
- 3.6.2** The Respondent must certify that neither it, nor its affiliates, is a convicted vendor or a discriminatory vendor as described in section 287.133 and section 287.134, Florida Statutes, respectively.
- 3.6.3** The Respondent must certify that the Respondent is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, and is not participating in a boycott of Israel.
- 3.6.4** The Respondent must certify that, if awarded a Contract, it will provide the Department with a PDF file of its current and active registration with the Florida Department of State, Division of Corporations (www.sunbiz.org), prior to execution of a Contract or, if exempt from registration, a statement to that effect noting the basis for the exemption. Respondents should note that foreign entities are required to obtain a Florida Certificate of Authorization pursuant to applicable Florida Statutes, from the Florida Department of State, Division of Corporations (www.sunbiz.org), to transact business in the State of Florida.
- 3.6.5** The Respondent must certify that it will provide all required services contemplated within this ITN.
- 3.6.6** The Respondent must certify that it has five (5) years of experience operating one or more data centers that has at least 10,000 square feet of operational floor space and provides multiple services offerings, including, at a minimum, managed services and colocation services, to multiple customers. Note: The Department reserves the right at any time during the ITN process to require the Respondent to submit documentation to verify that the Respondent meets this minimum mandatory requirement. If the Department determines that the Respondent does not meet the minimum mandatory requirement, the Respondent will be deemed non-responsive and eliminated from further consideration.
- 3.6.7** The Respondent must certify that it has five (5) years of experience operating data center infrastructure containing or processing sensitive data with a classification compliant with

FEDRAMP Moderate or High pursuant to NIST Publication FIPS-199. Note: The Department reserves the right at any time during the ITN process to require the Respondent to submit documentation to verify that the Respondent meets this minimum mandatory requirement. If the Department determines that the Respondent does not meet the minimum mandatory requirement, the Respondent will be deemed non-responsive and eliminated from further consideration.

3.7 Contents of Reply

All Replies are to be organized in sections as directed below. Submit the following sections of the Reply in one (1) sealed package to the Procurement Officer.

Organize the Reply as follows:

Tab 1 A cover letter on the Respondent's letterhead with the following information:

- a. Company name and physical address;
- b. Primary location from where the work will be performed;
- c. Contact information for primary point of contact, including phone number and email address; and
- d. Federal Employer Identification (FEID) Number.

Tab 2 Completed FORMS:

FORM 1 – CONTACT INFORMATION
FORM 2 – NOTICE OF CONFLICT OF INTEREST
FORM 3 – STATEMENT OF NO PRIOR DISQUALIFYING INVOLVEMENT
FORM 4 – SUBCONTRACTING

Note: All forms may be signed by the Respondent using either electronic or wet-ink signature.

Tab 3 **Mandatory Responsiveness Requirements:**

A signed FORM 5 – MANDATORY RESPONSIVENESS REQUIREMENTS.

Tab 4 **Technical Reply**

Respondent will provide a narrative response to the evaluation criteria in section 4.4, Evaluation Criteria for Respondent's Technical Reply, of the ITN. The evaluation criteria in section 4.4 will correspond with the applicable sections of Attachment A - Statement of Work (SOW).

Note: It is the Respondent's responsibility to ensure that Tab 4 is organized in accordance with the structure of section 4.4. The Department will not be responsible for evaluating portions of responses that are improperly aligned with the structure of section 4.4 and the referenced SOW subsections.

Tab 5 **Letter of Bondability**

A letter signed on or after June 15, 2020, from a surety company or bonding agent authorized to do business in the State and written on company letterhead indicating the Respondent's ability to obtain a performance bond in the amount of at least one hundred (100) million dollars.

3.8 Public Records, Respondent's Confidential Information, and Redacted Replies

The following subsections supplement section 19 of the PUR 1001 Form, General Instructions to Respondents. By submitting a Reply, the Respondent agrees to protect, defend, and indemnify the Department for any and all claims arising from or relating to the Respondent's determination that the redacted portions of its Reply are confidential, proprietary, trade secret or otherwise not subject to disclosure. **If the Respondent fails to mark material exempt, or fails to submit a redacted copy of information it claims is confidential, the Department is authorized to produce, in their entirety, all documents, data, or records submitted to the Department in answer to a public records request for these records.**

3.8.1 Public Records

All electronic and written communications pertaining to this ITN, whether sent from or received by the Department, are subject to Florida's public records law, Chapter 119, Florida Statutes. Subsection 3.8.4 below addresses the submission of trade secret and other information exempted from public inspection.

3.8.2 Replies are Public Records

All materials submitted as part of a Reply to this ITN will be a public record subject to the provisions of Chapter 119, Florida Statutes. Selection or rejection of a Reply does not affect the public record status of the materials.

3.8.3 Replies will be Subject to Public Inspection

Unless exempted by law, all public records are subject to public inspection and copying under Florida's public records law, Chapter 119, Florida Statutes. A time-limited exemption from public inspection is provided for the contents of replies pursuant to subsection 119.071(1)(b), Florida Statutes. Once that exemption expires, all contents of replies become subject to public inspection, unless another exemption applies. Any claim of trade secret exemption for any information contained in Respondent's Reply will be waived upon submission of the Reply to the Department, unless the claimed trade secret information is submitted in accordance with subsection 3.8.4. This waiver includes any information included in the Respondent's Reply outside of the separately bound document described below.

3.8.4 How to Claim Trade Secret or Other Exemptions

If a Respondent considers any portion of materials made or submitted in the course of replying to this ITN to be trade secret under section 812.081, Florida Statutes, or otherwise confidential under Florida or federal law, in order to preserve the confidentiality of the material, the Respondent must clearly designate that portion of the materials as "confidential" when submitted to the Department. The Respondent must submit all such information as a separately bound, *unredacted* document clearly labeled "Confidential, Unredacted Reply" together with a brief written description of the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption.

The Respondent is to also simultaneously provide the Department with a separate, electronic *redacted* copy of its Reply. The file name of the electronic redacted copy is to contain the name of the Respondent, the ITN number, and redacted copy (e.g., Respondent Name DMS ITN _redacted copy.pdf). Prominently display the phrase "Redacted Copy" on the first page of the electronic redacted copy and each page on which information is redacted.

The redacted copy is to be submitted no later than the Reply submittal deadline. Where such information is part of material already required to be submitted as a separately bound or enclosed portion of the Reply, further segregate it and separately bind or enclose and clearly label it as set forth above in addition to any other labeling required for the material.

If the Respondent is invited into negotiations, it will be incumbent upon the Respondent to identify, in real-time, portions of the Respondent's negotiation sessions which include references to materials and/or information the Respondent claims are confidential, proprietary, trade secret, or otherwise not subject to disclosure. The Respondent is responsible for defending its determination that the portions of the negotiation sessions are exempt and not subject to disclosure.

3.8.5 Public Records Request

If a Respondent fails to mark any materials submitted to the Department as exempt, or fails to submit a redacted copy as provided in this section, or fails to claim, in real-time, portions of the negotiations sessions as exempt, the Respondent **waives** the exemption, and the Department may produce all of the Respondent's documents, data, or records or Department's recordings of negotiation sessions to any person requesting a copy under Chapter 119, Florida Statutes. The Respondent exclusively bears the burden of complying with subsection 3.8 to ensure its exempt information is appropriately marked and protected. If a requestor asserts a right to the confidential information, the Department will notify the Respondent that such an assertion has been made. It is the Respondent's responsibility to assert that the information in question is exempt from disclosure under Chapter 119 or other applicable law. If the Department becomes subject to a demand for discovery or disclosure of the confidential information of the Respondent in a legal proceeding, the Department will give the Respondent prompt notice of the demand prior to releasing the information (unless otherwise prohibited by applicable law). The Respondent is responsible for defending its determination that the redacted portions of its Reply are confidential, proprietary, trade secret or otherwise not subject to disclosure.

3.8.6 Department Not Obligated to Defend Respondent's Claims

The Department is not obligated to agree with a Respondent's claim of exemption and, by submitting a Reply, the Respondent agrees to defend its claim that each and every portion of the redactions is exempt from inspection and copying under Florida's Public Records Law. Further, by submitting a Reply, the Respondent agrees to protect, defend, indemnify and hold harmless the Department for any and all claims and litigation (including litigation initiated by the Department), including attorney's fees and costs, arising from or in any way relating to Respondent's assertion that the redacted portions of its Reply or portions of the negotiation sessions are trade secrets or otherwise exempt from public disclosure under Chapter 119, Florida Statutes. The Department may use counsel of its choosing to defend any such claims, and the Respondent shall promptly pay the Department's invoices for legal services on a monthly basis for all costs and expenses, including legal fees, incurred in defending such claims.

3.9 Additional Information

By submitting a Reply, the Respondent certifies that it agrees to all criteria specified in this solicitation. The Department may request, and the Respondent shall provide, clarifying information or documentation. Failure to supply the information or documentation as requested may result in the Reply being deemed non-responsive.

3.10 Vendor's Pricing

The Respondent is not required to submit pricing with its initial Reply. However, any Respondent with whom the Department enters into negotiations will be required to submit pricing during negotiations and with its Best and Final Offer (BAFO). At that time, pricing should be submitted as if the terms and conditions of Attachment B – Draft Contract are final. There is no guaranteed minimum spend from the Department. Respondents are instructed to only submit pricing for services that are within the contemplated scope of this procurement, including additional options or features proposed by the Respondent that are in accordance with Attachment A – Statement of Work.

3.11 Subcontracting

The Contractor will be fully responsible for all work performed under the Contract, including any services performed by its subcontractors. If the Respondent intends to use subcontractors to perform any services under the Contract, the Respondent will submit Form 4 – Subcontracting with its Reply. If the Respondent does not intend to use subcontractors, the Respondent will submit Form 4 with its Reply and indicate that it does not intend to use subcontractors to fulfill the requirements of the Contract. Note: The use of any subcontractor under a resulting Contract must be approved in writing by the Department before any services are performed by the subcontractor.

SECTION 4. SELECTION METHODOLOGY

4.1 Determination of Replies' Responsiveness for Evaluation

The Department will determine which Respondents are Responsive and Responsible, and which have submitted a Responsive Reply that meets the requirements of this solicitation. The Department will perform the initial responsiveness check. Replies found to be nonresponsive will not be evaluated.

The Department reserves the right to act upon information discovered after the initial responsiveness check impacting the responsibility or responsiveness of the Respondent.

4.2 Evaluation Process – General Overview

The Department will appoint an Evaluation Team for the evaluation and scoring of the Responsive Replies for the evaluation phase (phase one). Each evaluator will be provided a copy of each Respondent's Reply that is deemed Responsive.

The evaluators will evaluate all Responsive Replies using the assessment scale in section 4.3 against all evaluation criteria in the ITN. The Department will use the evaluators' scores to establish a competitive range of Replies reasonably susceptible of award. The Evaluation Summary Score Sheet Table in section 4.3.1, which will be used by the Department to calculate evaluation scores, provides the Statement of Work sections that will be evaluated and scored, and the relative weights given to the scored sections.

See subsection 4.5 for information on the negotiation phase of the ITN. All Replies that meet the Mandatory Responsiveness Requirements will be evaluated as described in section 4.

4.3 Evaluation of the Reply

The evaluators will independently review and evaluate Tab 4 – Technical Reply of the Responsive Replies. Using the assessment scale below, the evaluators will assign scores zero (0) to four (4) based on the quality of each section of the Reply to the Statement of Work. In determining the quality of a Reply, the evaluators will use the following guiding questions:

- How well does the Reply demonstrate an understanding of the services requested?
- How well does the Reply demonstrate the Respondent's ability to provide the services requested?
- How well does the Reply address the requested services?

Assessment	Evaluator Score
Unacceptable	0
Poor	1
Adequate	2
Good	3
Exceptional	4

4.3.1 Scoring

Scoring, for purposes of determining the competitive range, will be a total of the evaluator's weighted scores for each Respondent for all sections scored in the Technical Reply.

The table below demonstrates the calculations the Department will use to determine the Respondent's Final Weighted Score, based on the raw scores given by the Evaluation Team members while evaluating the Respondent's Reply.

The Raw Points scored for each section, by each evaluator, will be averaged together and then multiplied by the Weight Factor in the table below for each section. This calculation will render the Respondent's Weighted Scores for each section. The Respondent's Weighted Scores for each section will be added together to determine the Respondent's Final Weighted Score.

EVALUATION SUMMARY SCORE SHEET					
Section (Sections correspond with the evaluation criteria in section 4.4 below)	Maximum Possible Raw Score		Weight Factor		Maximum Possible Weighted Score
B. Organizational Structure and Prior Experience	4	X	40	=	160
C. 1.4 Cloud					
1.4.1 Support for Customer Cloud First Procurement Strategy Development	4	X	15	=	60
1.4.2 Support for Customer Application Cloud Migration Plan Development	4	X	15	=	60
1.4.3 Support for Execution of a Customer Application Cloud Migration Plan	4	X	15	=	60
1.4.4 Support for Customer Development of Cloud Service Level Agreements	4	X	15	=	60
D. 1.5 Interoperability Strategy and Solution					
1.5.1 Support for Customer Enterprise Architecture Procurement Strategy Development	4	X	10	=	40
1.5.2 Support for Infrastructure Modernization to Promote Interoperability	4	X	10	=	40

1.5.3 Support for Customer Enterprise Data Catalog	4	X	10	=	40
E. 1.6 Cyber Security Strategy and Solution					
1.6.1 Security Policy and Documentation	4	X	5	=	20
1.6.2 System Security Plan Requirements	4	X	5	=	20
1.6.3 Security Assessment and Control Implementation	4	X	5	=	20
1.6.4 Access Control and Identity	4	X	5	=	20
1.6.5 SDC Endpoint Security Management	4	X	5	=	20
1.6.6 Continuous Monitoring Program	4	X	5	=	20
1.6.7 Security Incident Reporting and Response	4	X	5	=	20
1.6.8 Threat Research	4	X	5	=	20
F. - K. 2. Deliverables					
F. 2.1 Staffing Plan	4	X	30	=	120
G. 2.2 Transition Plan	4	X	30	=	120
H. 2.3 Cloud Migration Plan	4	X	30	=	120
I. 2.4 Interoperability Plan	4	X	30	=	120
J. 2.5 Cyber Security Plan	4	X	30	=	120
K. 2.6 Enterprise Architecture	4	X	30	=	120
Maximum Possible Final Weighted Score:					1400

4.3.2 Other Department Rights for Evaluation

The Department reserves the right at any time during the Evaluation Process to:

1. Conceal pricing information from evaluators or provide an instruction to evaluators to disregard pricing information in their evaluation of a Responsive Reply.
2. Redact, omit, or provide instruction to evaluators to disregard any portions of a proposed offering which the Department determines are outside of the scope of this procurement.

4.4 Evaluation Criteria for Respondent's Technical Reply

Respondents should address each of the criteria of this section in Tab 4, Technical Reply, of its Response. Tab 4 should be structured as follows:

Table of Contents

The Respondent should include a Table of Contents in its Technical Reply. The Table of Contents should contain section headings and subheadings along with corresponding page numbers. (No points will be awarded for the Table of Contents.)

A. Executive Summary

The Respondent should include an executive summary, no longer than ten (10) single-sided pages in length, that demonstrates the Respondent's overall understanding of the need for and purpose of the ITN and describes the salient features of the Respondent's technical response. (No points will be awarded for the Executive Summary.)

B. Organizational Structure and Prior Experience

The Respondent should include evidence of its capability to provide the services required in this ITN by describing its organizational structure and past experience. The Respondent should provide a synopsis of corporate qualifications, indicating the Respondent's abilities to implement and manage this project as described in Attachment A, Statement of Work, an organizational chart and a detailed description of the Respondent's organizational structure, legal structure, ownership, affiliations, and location(s). The Respondent should describe all contracts executed in the last five (5) years that are of similar scope and size to the services

sought in this ITN. The listing of similar contracts should contain the organization name, contact name, address, telephone number, and e-mail address of the entity who received the services from the Respondent. The Respondent should describe results achieved through providing such services, total project cost, duration of each contract, number and role of staff assigned, and the methodology that supports the number of staff assigned to each project. Detail any factors that increased the total project cost or any delays that prolonged the completion of deliverables or the overall project. Identify any subcontractors used to complete each project and detail how the subcontractor was used to complete the project. Note: At any time during the ITN process, the Department reserves the right to contact the organizations identified in the Respondent's Reply to verify the information and representations provided by the Respondent.

C. Cloud First (Attachment A – SOW, Section 1.4)

Describe your company's understanding of the requirements of section 282.206, Florida Statutes, and Chapter 60GG-4, F.A.C., and describe how your company will support the Department and its Customer entities with the functions described in Attachment A – SOW, Section 1.4, and all subsections therein (1.4.1 through 1.4.4).

D. Enterprise Architecture (Attachment A – SOW, Section 1.5)

Describe your company's ability and approach to maintain and improve the SDC's enterprise architecture and data interoperability, pursuant to section 282.0051, Florida Statutes, and Chapter 60GG-5, F.A.C. Additionally, describe your company's approach to meeting the requirements of Attachment A – SOW, section 1.5, and all subsections therein (1.5.1 through 1.5.3).

E. Cyber Security (Attachment A – SOW, Section 1.6)

Describe your company's ability and approach to maintain and improve the SDC's cybersecurity over current levels, pursuant to section 282.318 Florida Statutes and Chapter 60GG-2 F.A.C., Florida Cybersecurity Standards (FCS). Additionally, describe your company's approach to meeting the requirements of Attachment A – SOW, Section 1.6, and all subsections therein (1.6.1 through 1.6.8).

F. Staffing and Staffing Plan (Attachment A – SOW, Section 1.2 and Section 2.1)

Describe your company's ability and approach to provide sufficient, qualified personnel to oversee and carry out the services required by Attachment A – SOW, as delineated in section 1.2. At a minimum, the Respondent should designate the proposed individuals in its organization that will serve as contacts for the Department and its Customers entities, in accordance with the requirements of Attachment A – SOW, Section 1.2, Staffing, and all subsections therein. Provide a detailed Staffing Plan, including proposed Staffing Organizational Chart listing titles and number of staff as delineated in Section 2.1.

G. Transition Services, Start of Contract Transition Plan, and End of Contract Transition Plan (Attachment A – SOW, Section 1.3 and Section 2.2 and Section 7)

Provide an initial start of contract transition plan for resources, personnel and services, as described in Attachment A – SOW, Section 1.3, Transition Services, and all subsections therein. Additionally, describe your company's approach to managing the transition project based on the requirements of Subsection 1.3.5, Transition Project Management. Additionally, provide your company's transition plan as delineated in Section 2.2. Include your company's detailed transition schedule, potential customer impacts, how your company will minimize disruption and the identification of tasks dependent on the State's data or resources. Include project management plans and sample status reports and a sample requirements traceability matrix. Include in your response your plan for maintaining the current state of the SDC as described in

Attachment A – SOW, Section 1 and all subsections contained therein. Provide your company’s end of contract transition plan, including your company’s detailed transition schedule, potential customer impacts, how your company will minimize disruption and the identification of tasks dependent on the State’s data or resources. Include project management plans and sample status reports and a sample requirements traceability matrix. Include in your response your plan for maintaining the current state of the SDC as described in Attachment A – SOW, Section 7 and all subsections contained therein

H. Cloud Migration Support Plan (Attachment A- SOW, Section 2.3)

Provide your company’s proposed cloud migration support plan as described in Attachment A – SOW, Section 2.3 and all subsections therein. Include your company’s approach to meeting all of the requirements described, including sample plans, policies, templates, and project management plans as delineated in Subsections 2.3.1, 2.3.2, and 2.3.3.

I. Enterprise Architecture Support Plan (Attachment A- SOW, Section 2.4)

Provide your company’s proposed plan to support data interoperability requirements and meet all requirements and goals of the Departments Enterprise Architecture Standards as described in Attachment A – SOW, Section 2.4. Include responses to each subsection contained therein as discussed in each subsection.

J. Cyber Security Plan (Attachment A- SOW, Section 2.5)

Provide your company’s proposed plan to comply with the requirements of Chapter 60GG-2, F.A.C. and Attachment A – SOW, Section 2.5). Include in your response sample policies and procedures, the SDC System Security Plan, sample risks assessments, reports, Cybersecurity Incident Response Plan, and threat research plans.

K. Reporting (Attachment A- SOW, Section 2.6)

Provide samples of reports as described in Attachment A – SOW, Section 2.6 and all subsections contained therein.

4.5 Negotiations

4.5.1 Negotiations Process – General Overview

After the evaluation of Replies based on the ITN criteria, the Department will establish a competitive range of Replies reasonably susceptible of award and will select one or more Respondents within the competitive range to commence negotiations.

The evaluator scoring does not carry forward into the negotiations.

The Department will establish a Negotiation Team to conduct the negotiations. The Negotiation Team will make a recommendation of (an) award(s) to the Respondent(s) that will provide best value based on the selection criteria in the ITN. The Negotiation Team will not be bound by evaluator scoring but may be utilized by negotiators as a resource.

During the negotiation phase, the Department will require the Respondent(s) to provide pricing for the services described in Attachment A – Statement of Work. All pricing submitted may be reduced during negotiations but cannot be raised unless the increase is reflected in the BAFO and is directly related to changes in offered services in the BAFO and as negotiated in accordance with this ITN.

The format and content of any pricing submissions, including but not limited to Best and Final Offers, may be amended during negotiations at the discretion of the Negotiation Team.

The Department reserves the right to negotiate different terms, additional terms, and related price adjustments if the Department determines that such changes would provide the best value to the State. Additional operational requirements may be defined, and clarifications required.

The Department may require additional technical detail, diagrams, demonstrations, and documentation. The Negotiation Team may request proposed alternative terms or deliverables during negotiations, but it is under no obligation to accept proposed alternative terms or deliverables.

The Department reserves the right to negotiate concurrently or sequentially with competing Respondent(s). Negotiations will not be open to the public but will be recorded. Recordings of negotiations and Negotiation Team strategy meetings will be subject to the provisions of section 286.0113, Florida Statutes.

Negotiation meetings will be conducted in Tallahassee, Florida. The Department reserves the right to schedule negotiations at a different location in the State or conduct negotiation meetings using technology-based conferencing solutions. The Department may distribute an agenda in advance of any negotiation session. Representatives for each Respondent should plan to be available, at least by telephone, without interruptions, for the entirety of the Respondent's scheduled negotiation meeting(s).

Negotiations will continue as determined by the Negotiation Team, until acceptable terms and conditions are agreed upon through a BAFO, if applicable, or it is determined that an acceptable agreement cannot be reached. The Department reserves the right to conclude negotiations at any time and proceed to contract award.

4.5.2 Respondent Attendance at Negotiations

The Department reserves the right to limit the number of representatives permitted to attend the negotiation sessions.

4.5.3 Revised Replies and Best and Final Offers

During the negotiation phase, the Department may request clarification and revisions to Replies (including BAFOs) and identify information to be submitted to the Department until it is satisfied that it has achieved the best value for the State. Failure to provide information requested by the Department during the Negotiation Phase may result in termination of negotiations with the Respondent.

It is anticipated that the Department will use language in the Request for BAFO expressing contractual requirements within the procurement documents where the language was previously permissive. For example, the word 'should' may be replaced by the word 'must' in the final Statement of Work attached to the Request for BAFO.

4.5.4 Other Department Rights During Negotiations

The Department has sole discretion in deciding whether and when to take any of the following actions and to decide the scope and manner of such actions.

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

- a) Schedule additional negotiation sessions with any or all Respondents.
- b) Require any or all Respondents to provide additional, revised or final written replies addressing specific topics, including, but not limited to, modifications to the solicitation specifications, terms or conditions, or business references.
- c) Require any or all Respondents to provide revised replies and written Best and Final Offer(s).
- d) Require any or all Respondents to address services, prices, or conditions offered by any other Respondent.
- e) Pursue a Contract with one (1) or more Respondents for the services encompassed by this solicitation, including any addendums thereto and any request for additional, revised, or final written replies or request for BAFOs.
- f) Pursue the division of Contracts between Respondents by type of service or geographic area, or both.
- g) Finalize Contract terms and conditions with any Respondent at any time.
- h) End negotiations with any or all Respondents at any time, regardless of the status of or schedule of negotiations, and to continue with other Respondents, or not continue with any Respondents.
- i) Conclude negotiations at any time and proceed to Contract award.
- j) Re-open negotiations with any Responsive Respondent.
- k) Take any additional, administrative steps deemed necessary in determining the final award, including conducting demonstrations, additional fact-finding, evaluation, or negotiation where necessary and consistent with the terms of this solicitation.
- l) Request the assistance of and use subject matter experts for any portion of the procurement or throughout the procurement.
- m) Review and rely on relevant information contained in the Replies.
- n) Request pricing options different from the initial pricing provided by the Respondent.
- o) Request business references and materials related to a reference check. If requested, the following guidelines will apply:
 - References should be directly relevant to the services in the solicitation.
 - References will not be accepted from:
 - Current employees of the Department.
 - Former employees of the Department within the past three (3) years.
 - Persons currently or formerly employed by the Respondent's organization.
 - Board members of the Respondent's organization.
 - Relatives of Respondent's employees or Board members.
 - Corporations based solely in a foreign country.
 - Members of the Respondent's organization who have written, completed, and submitted the form on behalf of the reference.
- p) Contact Respondent's Customers or other entities with information relevant to the Respondent's responsibility, experience, and/or ability.

4.5.5 Negotiation Meetings Not Open to Public

In accordance with section 286.0113, Florida Statutes, negotiations between the Department and Respondents are exempt from Chapter 286, Florida Statutes, and s. 24(b), Art. I of the State Constitution. Also, any portion of a team meeting at which negotiation strategies are discussed are exempt from section 286.011, Florida Statutes.

The Department will record all meetings of the Negotiation Team and all negotiation meetings between the Department and Respondents, as required by law, and such recordings will eventually become public record pursuant to Chapter 286, Florida Statutes. During negotiations, Respondents must inform the Department if any portion of the meetings should be considered confidential, proprietary, trade secret, or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution, or other authority, so that the Department can make appropriate arrangements for the segregation of the recording. If the Respondent fails to inform the Department that any portion of the negotiation meetings should be considered confidential, proprietary, trade secret or otherwise not subject to disclosure, the Department is authorized to produce the audio recording in answer to a public records request for these records.

4.6 Final Selection and Notice of Intent to Award Contract

4.6.1 Award Selection

Contract(s) will be awarded to the Responsive and Responsible vendor(s) whose BAFOs are assessed as providing the best value to the State in accordance with the selection criteria of this ITN.

4.6.2 Selection Criteria

The following award selection criteria will apply for this ITN:

- a) The Respondent's prior relevant experience and the overall professional experience of the Respondent at providing the proposed services;
- b) The Respondent's ability and approach to meeting the goals of the ITN, as stated in subsection 1.4;
- c) The Respondent's ability and approach to providing the services sought in the SOW; and
- d) The Respondent's pricing.

4.6.3 Department's Negotiation Team Recommendation

The Department's Negotiation Team will make a recommendation as to the Contract award(s) that will provide the best value to the State based on the selection criteria.

SECTION 5. AWARD

5.1 Rights for Award

The Department reserves the right to:

- Award a contract to one (1) or more Respondents for the services encompassed by this solicitation.
- Award a contract to one (1) or more Respondents, or no Respondents at all, for all or part of the work contemplated by this solicitation.
- Select one (1) or more Respondents by type of service, geographic area, and/or both.
- Award contracts for less than the entire geographic area.
- Award and contract with other Responsive Respondents in the event that the Department is unable to contract with the initially awarded Respondent(s).
- Reject all Replies and determine whether to reissue a competitive solicitation.
- Withdraw or cancel the procurement and make no award.

The Department reserves the right to accept or reject any and all offers or separable portions and to waive any minor irregularity, technicality or omission if the Department determines that doing so will serve the best interest of the state.

5.2 Agency Decision

The Department will post a Notice of Intent to Award to enter into one or more contracts with the Respondent(s) identified therein, on the VBS website: http://vbs.dms.state.fl.us/vbs/main_menu.

If the Department decides to reject all Replies, it will post its notice on the VBS website: http://vbs.dms.state.fl.us/vbs/main_menu.

5.3 Other Reserved Rights

- The Department has the right to use any or all ideas or adaptations of the ideas presented in any Reply. Selection or rejection of a Reply will not affect this right.
- The Department reserves the right, after posting a Notice of Intent to Award, to withdraw or cancel the procurement, or amend its notice of intent to award and re-open negotiations with any Respondent at any time prior to execution of a Contract.

5.4 No Contract until Execution

A Notice of Intent to Award under this ITN shall not constitute or form any contract between the Department and a Respondent. No contract shall be formed until such time as a Respondent and the Department formally execute a contract with requisite written signatures.

THIS SPACE IS INTENTIONALLY LEFT BLANK.

FORM 1 – CONTACT INFORMATION

For solicitation purposes, the Respondent's contact person will be:

Should the Respondent be awarded the Contract, the Account Manager's contact information will be:

Name	_____	_____
Title	_____	_____
Company Name	_____	_____
Address	_____	_____
Telephone	_____	_____
Fax	_____	_____
E-mail	_____	_____
FEID #	_____	_____

Name of Respondent's Organization

Signature of Authorized Representative and Date

Print Name

FORM 2 - NOTICE OF CONFLICT OF INTEREST

Company Name _____

For the purpose of participating in the solicitation process and complying with the provisions of Chapter 112, Florida Statutes, the company states the following conflict(s) of interest exists as noted below (if none, write N/A in the applicable section(s) below):

The persons listed below are corporate officers, directors or agents and are currently employees of the State of Florida or one of its agencies:

_____	_____
_____	_____
_____	_____

The persons listed below are current State of Florida employees who own an interest of five percent (5%) or more in the company named above:

_____	_____
_____	_____
_____	_____

Name of Respondent's Organization

Signature of Authorized Representative and Date

Print Name

FORM 3 - STATEMENT OF NO PRIOR DISQUALIFYING INVOLVEMENT

I, as an authorized representative of the Respondent, certify that nothing in section 287.057(17)(c), Florida Statutes (below), prohibits the Respondent's entry into any Contract resulting from this solicitation.

287.057 Procurement of commodities or contractual services. —

(17)(c) A person who receives a contract that has not been procured pursuant to subsections (1)-(3) [of s. 287.057, Florida Statutes] to perform a feasibility study of the potential implementation of a subsequent contract, who participates in the drafting of a solicitation or who develops a program for future implementation, is not eligible to contract with the agency for any other contracts dealing with that specific subject matter, and any firm in which such person has any interest is not eligible to receive such contract. However, this prohibition does not prevent a Respondent who responds to a request for information from being eligible to contract with an agency.

Name of Respondent's Organization

Signature of Authorized Representative and Date

Print Name

FORM 4 – SUBCONTRACTING

Complete the information below on all subcontractors that will provide services to the Respondent to meet the requirements of the resultant contract, should the Respondent be awarded. Submission of this form does not indicate the Department’s approval but provides the Department with information on proposed subcontractors for review.

Please complete a separate sheet for each subcontractor.

There will be subcontractors for this solicitation YES ____ NO ____ (place a checkbox where applicable). If not, Respondents are not required to complete the remainder of this form.

Service: _____

Company Name: _____

Contact: _____

Address: _____

Telephone: _____

Fax: _____

Current Office of Supplier Diversity certification of woman-, veteran, or minority-owned small business enterprise Yes _____ No _____

W-9 verification: Yes _____ No _____

In a job description format, describe below the responsibilities and duties of the subcontractor based on the technical specifications or statement of work outlined in this solicitation.

FORM 5 – MANDATORY RESPONSIVENESS REQUIREMENTS

The Respondent certifies that it is in compliance with the requirements of this ITN, including subsection 3.9.
The Respondent certifies that neither it, nor its affiliates, is a convicted vendor or a discriminatory vendor as described in section 287.133 and section 287.134, Florida Statutes, respectively.
The Respondent certifies that the Respondent is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, and is not participating in a boycott of Israel.
The Respondent certifies that, if awarded a Contract, it will provide the Department with a PDF file of its current and active registration with the Florida Department of State, Division of Corporations (www.sunbiz.org), prior to execution of a Contract or, if exempt from registration, a statement to that effect noting the basis for the exemption. Respondents should note that foreign entities are required to obtain a Florida Certificate of Authorization pursuant to applicable Florida Statutes, from the Florida Department of State, Division of Corporations (www.sunbiz.org), to transact business in the State of Florida.
The Respondent certifies that it will provide all required services contemplated within this ITN.
The Respondent certifies that it has five (5) years of experience operating one or more data centers that has at least 10,000 square feet of operational floor space and provides multiple services offerings, including, at a minimum, managed services and colocation services, to multiple customers. Note: The Department reserves the right at any time during the ITN process to require the Respondent to submit documentation to verify that the Respondent meets this minimum mandatory requirement. If the Department determines that the Respondent does not meet the minimum mandatory requirement, the Respondent will be deemed non-responsive and eliminated from further consideration.
The Respondent certifies that it has five (5) years of experience operating data center infrastructure containing or processing sensitive data with a classification compliant with FEDRAMP Moderate or High pursuant to NIST Publication FIPS-199. Note: The Department reserves the right at any time during the ITN process to require the Respondent to submit documentation to verify that the Respondent meets this minimum mandatory requirement. If the Department determines that the Respondent does not meet the minimum mandatory requirement, the Respondent will be deemed non-responsive and eliminated from further consideration.

Signature below certifies that the signatory has the authority to respond to this solicitation on the Offeror's behalf and certifies conformance with all Responsiveness Requirements listed above.

Name of Respondent's Organization

Printed Name of Organization's Authorized Representative

Signature of Organization's Authorized Representative

Date

FORM 6 – CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT
DMS ITN NO.: DMS-20/21-031
STATE DATA CENTER MANAGED SERVICE PROVIDER

By signing this Agreement, Respondent warrants and represents that it intends to submit a Reply in response to ITN No.: DMS-20/21-031, State Data Center Managed Service Provider (“ITN”), released by the Department of Management Services (“Department”). In order to enable the Respondent to respond to the ITN, the Department will provide Respondent with access to certain confidential information protected from disclosure by Chapter 119, Florida Statutes, section 282.318, Florida Statutes, or other relevant law, which may include but not be limited to hardware and software descriptions, network diagrams, and security tools (“Confidential Information”).

As a condition of its receipt and access to the Confidential Information described above, Respondent agrees as follows:

1. For purposes of this Agreement, "Confidential Information" includes all information or materials that are confidential or exempt from disclosure under Chapter 119, Florida Statutes, Chapter 282, Florida Statutes, or other relevant law. In the event Confidential Information is not marked or otherwise identified as such, it is the responsibility of the Respondent, in consultation with the Department, to determine whether information received pursuant to this Agreement qualifies as Confidential Information, and to manage such information appropriately.
2. Respondent and its employees (which term, as used in this Agreement, includes agents/, subcontractors) that receive Confidential Information pursuant to this Agreement shall not copy, disclose, publish, release, transfer, disseminate, or otherwise use the information for any purpose other than to reply to the ITN.
3. Respondent will use appropriate safeguards to prevent the unauthorized use or disclosure of Confidential Information. Dissemination will only be to authorized recipients and should occur in a secure manner. Respondent will maintain a current and accurate list of authorized persons granted access to the Confidential Information.
4. The Respondent shall password protect the Confidential Information upon receipt thereof. The Respondent shall provide files and passwords separately to each authorized employee. The Respondent will inform all authorized employees who are given access to the Confidential Information not to share the password or the Confidential Information with any unauthorized person.
5. Respondent is responsible for any violations of this Agreement by any of its employees who fail to comply with the terms of this Agreement.
6. Respondent must report to the Department any unauthorized access, use, or disclosure of the Confidential Information within three (3) calendar days of discovery thereof.
7. If Respondent receives a subpoena to which all or part of the Confidential Information in its possession is responsive, Respondent will confer with the Department prior to providing a response.

8. Any employee of Respondent who is given access to the Confidential Information must first read this Agreement, then sign an Acknowledgement Agreement (Attachment NDA-1), affirming his or her understanding of this Agreement. Attachment NDA-1 must be updated and provided to the Department prior to providing any employee with access to the Confidential Information. It is Respondent's responsibility to ensure its employees are provided a copy of this Agreement prior to authorizing the employee to access the Confidential Information.
9. Within five (5) business days following: (a) the Department's posting of its intent to award a contract; or (b) the conclusion of any and all legal proceedings, including bid protest(s); whichever is later, Respondent shall either return to the Department or destroy all copies of the Confidential Information in its possession and provide a statement to the Department certifying such.
10. Respondent shall be liable for any harm resulting from a violation of this Agreement by it or its employees, and any incidental access to the Confidential Information by unauthorized persons while the Confidential Information is under Respondent's or its employee's control.
11. Respondent acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the Department, the State of Florida, and their customers, and further acknowledges that the Department's rights and remedies for such irreparable harm under the law may be cumulative.
12. If the Department suffers any losses, damages, liabilities, expenses, or costs that are attributable, in whole or in part, to any failure of Respondent or its employees to comply with the requirements of this Agreement, Respondent shall hold harmless and indemnify the Department from and against any such losses, damages, liabilities, expenses, and costs.
13. If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to achieve the underlying intent.
14. This Agreement is governed by the laws of the State of Florida. Any disputes arising under this Agreement must be brought before a Florida court of appropriate jurisdiction in Leon County, Florida.

The individual signing below warrants and represents that he or she is fully authorized to bind Respondent to the terms and conditions specified in this Agreement.

Respondent: _____

By: _____

Print Name: _____

Title: _____

Mailing Address: _____

In accordance with section 2.2 of the ITN, the Department will send a downloadable link to access the ITN's confidential exhibits to the following email address provided by the Respondent:

Email Address: _____

ATTACHMENT NDA-1: ACKNOWLEDGEMENT AGREEMENT

By signing this Acknowledgement Agreement, I understand that I will be given access to Confidential Information that is confidential or exempt from public disclosure pursuant to Chapters 119, Florida Statutes, Chapter 282, Florida Statutes, or other relevant law (“Confidential Information”). By signing this Acknowledgement Agreement, I further understand that I may not disclose Confidential Information and must comply with the requirements of the Confidentiality and Non-Disclosure Agreement executed by the party from whom I receive the Confidential Information.

Printed Name of the Individual

Signature of the Individual

Date

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____