



FLORIDA DEPARTMENT of STATE

INVITATION TO NEGOTIATE

Solicitation Acknowledgement Form

Page <u>1</u> of 88 pages		SUBMIT REPLY TO:	
AGENCY RELEASE DATE: <u>January 25, 2021</u>		Department of State R.A. Gray Building 500 South Bronough Street, Room 428 Tallahassee, Florida 32399-2150	
SOLICITATION TITLE: Statewide Digital Repository		SOLICITATION NO: DOS-20/21-009	
REPLIES MUST BE RECEIVED: March 4, 2021 @ 3:00pm EST	and may not be withdrawn within: <u>180</u> days after such date and time.		
REPLIES WILL BE OPENED: March 4, 2021 @ 3:30pm EST			
I certify that this Reply is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a reply for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this reply and certify that I am authorized to sign this reply for the Respondent and that the Respondent is in compliance with all requirements of the Invitation to Negotiate, including but not limited to, certification requirements. In submitting a reply to an agency for the State of Florida, the Respondent offers and agrees that if the reply is accepted, the Respondent will convey, sell, assign or transfer to the State of Florida all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the State of Florida. At the State's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the Respondent.			
RESPONDENT NAME:		*Authorized Representative's Signature	
RESPONDENT MAILING ADDRESS:			
CITY – STATE – ZIP:			
PHONE NUMBER:		*Name and Title of Authorized Representative *This individual must have the authority to bind the Respondent.	
TOLL FREE NUMBER:			
FAX NUMBER:			
EMAIL ADDRESS:			
FEID NO.:			
TYPE OF BUSINESS ENTITY (Corporation, LLC,			

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SECTION 1 – INTRODUCTION

1.1 Purpose and Overview

One of the statutory missions of the Division of Library and Information Services (DLIS) is to support Florida's libraries. To help meet this mission, the Division of Library and Information Services is requesting to work with an outside, yet to be determined, vendor to provide a hosted statewide multi-tenant digital repository system for libraries, archives, museums and other cultural heritage organizations in Florida. The purpose of the digital repository system is to provide an online access point where partner institutions can upload, catalog, store, share and maintain their digitized collections, as well as have the option to preserve the digitized content.

The digital repository and preservation service will be part of the Florida Statewide Digital Initiative.

The submitted Response must comply with all of the terms and conditions described in this ITN.

The minimum requirements are contained herein in Attachment A - Statement of Work.

Respondents are responsible for thoroughly reviewing the specifications of this Solicitation.

1.2 Background

Florida has 559 public library outlets (2017-2018 Public Library Statistics), 12 public universities and 28 public colleges within the Florida Academic Library Services Cooperative (FALSC), 30 Independent College and University (ICUF) libraries and 67 public school districts. There are over 400 museums in Florida (Florida Association of Museums). Each of these entities would be a potential participant in the proposed statewide digital repository system. The Division is an active partner in the Sunshine State Digital Network, the Florida Hub for the Digital Public Library of America.

1.3 Goals and Objectives

By way of this Invitation to Negotiate (ITN), the Division of Library and Information Services, is seeking a solution to provide a hosted multi-tenant digital repository system for libraries, archives, museums and other cultural heritage organizations in Florida.

The purpose of the digital repository system is to provide an online access point where partner institutions can upload, catalog, store, share and maintain their digitized collections, as well as have the option to preserve the digitized content. The digital repository system will be a shared platform, where the public can search across multiple institutions' content, yet allow each institution to have its own landing page, branding and control of its content.

The preservation component may be part of the hosted digital repository system, may be a separately hosted service purchased, integrated into the digital repository system and provided by the vendor, or it may be a separately hosted, separately purchased service that is compatible with the digital repository system but provided by a third party under separate contract. Libraries, archives, museums and other cultural heritage (LAM) organizations who choose to use the Florida statewide digital repository may opt to also use the preservation component for some or all of their digital content. However, it will not be mandatory for LAM organizations using the Florida statewide digital repository to also use the preservation component.

The digital repository and preservation service will be part of the Florida Statewide Digital Initiative.

The Department intends to enter into a contract with the successful respondent to offer a multi-tenant digital repository system to Florida's libraries, archives, museums and other cultural heritage organizations (LAMs).

The contract will be for a five-year period with options of either five (5) one-year renewals or one (1) five-year renewal. If the Department opts for renewal, the vendor will be notified no less than 60 days before the end of the applicable original contract period.

The following are basic assumptions and desired features for the system:

- The vendor will host a multi-tenant system that allows for libraries, archives, museums and cultural heritage (LAM) organizations to have their own homepage and branding, with the ability to upload, catalog, store, share and maintain their digitized collections, as well as create collections, exhibits, etc.
- The vendor will provide system administration, for example, system upgrades; software upgrades; bug fixes, etc.; backup, health checks, fixity checks.
- Each LAM organization will have staff who will administer the institution's landing page and digitized content. The vendor will support these users, provide training on how to use the system, and tech support when users have challenges accessing or using the system.
- LAM organization staff will access the system through an "internal" read/write deployment, giving them the ability to upload, edit, search, organize and curate their content. These changes will not be made public until they are "published" on the external read-only deployment. The external read-only deployment will be public facing, allowing researchers to access all published content. The internal deployment can also be used to store and access internal items that may not ever be published to the external site; e.g. electronic records with access restrictions.
- LAM organization staff will administer their collections on several authenticated or security protected levels of access – Administrators, editors, managers, reviewers or curators – on the internal deployment. Researchers will not need authentication to access content on the external deployment.
- The system will support the most common metadata schema used in libraries, archives, museums and cultural heritage organizations, including preservation metadata. LAM organization staff will have the ability to add or delete customized metadata fields depending on access controls.
- LAM organization staff uploading content on the "internal" deployment will have the ability to batch upload and batch edit content, as well as having access to templates for metadata input with auto-fill option for basic components.
- The public facing deployment will have intuitive search capability, with ability to search across all content made available on the public facing deployment from each institution using the service. Researchers will have the ability to view digitized items easily from mobile devices as well as desktop computers and laptops.
- Staff at LAM organizations who load content to the system will have the ability to track and analyze their use of the system, including number of items ingested, edited and made available to the public. They will have the ability to track and analyze usage of their content by the public.
- The system provides or integrates with a preservation component that provides at least Level 1 preservation as described in the Levels of Digital Preservation 2.0 as put forward by the National Digital Stewardship Alliance; meeting Level 2 or higher is preferred.
- The preservation component is optional for LAM organizations to use. Not all LAM organizations may choose to preserve their holdings.

1.4 Questions Being Explored

Vendors are not to respond directly to these questions. The questions are provided as background information regarding the Division's general objectives, considerations, and questions that may be considered during the ITN process. The Division may use the information obtained throughout this ITN process to assist it in developing opinions and positions regarding the following questions:

- a. Can the solution be easily configured to meet the requirements of the Division to provide a statewide, multi-tenant digital repository system for libraries, archives, museums and other cultural heritage organizations (LAMs) in Florida?
- b. Will the solution improve and enhance the services that Florida's LAMs provide to their patrons?
- c. Will the proposed solution allow LAM organizations of all types to participate on the statewide digital repository system?
- d. Will the Division easily be able to add LAMs as they express an interest in joining the statewide digital repository system?
- e. What is that process of adding a LAM organization to the digital repository system and will the vendor provide onboarding assistance? Will the process need staff with a high level of technical skills?
- f. What kind of support will there be for migration of data from a different digital repository/ content management system?
- g. Will the solution be compatible with the DPLA? Discovery services?
- h. Will the solution and the costs associated with the solution be all-inclusive?
- i. Is the solution easy to use for LAM staff and patrons?
- j. Does the solution provide a comprehensive set of statistical reports that meets the needs of the Division? Are they easy to obtain?
- k. Does the solution provide a comprehensive set of statistical reports that will meet the needs of local LAMs? Are they easy to obtain?
- l. Will the solution be under warranty? Will all the new releases be under a similar warranty? Will the contractor take responsibility ensuring an error free digital repository system?

1.5 Contract Term

The resulting contract will be for a five-year term. The term will begin upon the execution of the agreement.

The resulting contract may be eligible for options of either five (5) one-year renewals or one (1) five-year renewal. If the Division opts for renewal, the contractor will be notified no less than 60 days before the end of the applicable original contract period.

Pursuant to 287.057(13), F.S., renewal of a contract for commodities or contractual services must be in writing and is subject to the same terms and conditions set forth in the initial contract and any written amendments signed by the parties. If the commodity or contractual service is purchased as a result of the solicitation of bids, proposals, or replies, the price of the commodity or contractual service to be renewed must be specified in the bid, proposal, or reply, except that an agency may negotiate lower pricing. A renewal contract may not include any compensation for costs associated with the renewal. Renewals are contingent upon satisfactory performance evaluations by the agency and subject to the availability of funds.

1.6 Definitions

This ITN includes definitions and acronyms in Attachment C – Definitions, in addition to the definitions in the PUR 1000 (10/06) and PUR 1001 (10/06). In the event any conflict exists between the definitions in these documents, the definitions in Attachment C shall prevail.

1.7 Special Accommodations

Any person with a qualified disability requiring special accommodations at the bid/proposal opening shall contact the Purchasing Officer at 850-245-6595 at least five (5) working days prior to the event. If you are hearing or speech impaired, please contact this office by using the Florida Relay Services which can be reached at 1 (800) 955-8771 (TDD).

1.8 Procurement Officer

Pursuant to section 287.057(23), F.S., and the PUR 1001, section 21, the Procurement Officer is the sole point of contact from the date of release of this ITN until 72-hours after the notice of intended award is posted. Violation of this provision may be grounds for rejecting a Response.

The Procurement Officer is:

Jeanie Vause, Purchasing Director
Department of State
Division of Administrative Services
500 S. Bronough Street, Room 428
Tallahassee, Florida 32399-0250
Phone: 850-245-6595
Fax: 850-245-6560
email: Jeanie.Vause@dos.myflorida.com

*****ALL EMAILS TO THE PROCUREMENT OFFICER SHOULD CONTAIN THE SOLICITATION
NUMBER IN THE SUBJECT LINE OF THE EMAIL*****

SECTION 2 – SOLICITATION PROCESS

General Overview

The ITN is a method of competitively soliciting a commodity or contractual service under chapter 287, F.S. The ITN process involves three (3) phases: Solicitation, Evaluation, and Negotiation.

2.1 Solicitation Timeline

The following schedule will be strictly adhered to in all actions relative to this solicitation. The Department reserves the right to adjust this schedule and will notify participants in the solicitation by posting an addendum on VBS. It is the responsibility of the Respondent to check VBS on a regular basis for such updates. All times listed below are Tallahassee, Florida, local time (ET).

Activity	Date/Time	Location
Solicitation Issued by the Department	Monday, January 25, 2021	Electronically Posted http://myflorida.com/apps/vbs/vbs_www.main_menu
Deadline for Receipt of Vendor Written Questions	Monday, February 8, 2021	Division of Administrative Services purchasing@dos.myflorida.com
Anticipated Date for Department Response to Vendor Written Questions	Tuesday, February 16, 2021	Electronically Posted http://myflorida.com/apps/vbs/vbs_www.main_menu
Deadline for Receipt of Vendor Response	Thursday, March 4, 2021 @ 3:00pm (EST)	Florida Department of State Division of Administrative Services 500 S. Bronough Street, Suite 428 Tallahassee, Florida 32399
Opening of Replies Public Meeting	Thursday, March 4, 2021 @ 3:00pm (EST)	Florida Department of State Division of Administrative Services 500 S. Bronough Street, Suite 428 Tallahassee, Florida 32399
Evaluation Committee Public Dissemination of Scores Public Meeting	Thursday, March 18, 2021 @ 10:00am (EST)	Florida Department of State Division of Administrative Services 500 S. Bronough Street Tallahassee, Florida 32399
Negotiations Commence	Wednesday, March 24, 2021 to Friday, April 2, 2021	Florida Department of State Division of Administrative Services 500 S Bronough Street Tallahassee, Florida 32399
Negotiation Team Public Meeting Best Value Recommendation	Thursday, April 8, 2021 @ 10:00am (EST)	Florida Department of State Division of Administrative Services 500 S. Bronough Street Tallahassee, Florida 32399
Anticipated Notice of Intent to Award	Tuesday, April 13, 2021	Electronically Posted http://myflorida.com/apps/vbs/vbs_www.main_menu

2.2 Solicitation Phase

A. Question and Answer Period

Respondents may submit written questions or requests for clarification regarding the terms, conditions, and requirements of the ITN and its attachments, and any processes described in those documents, to the Procurement Officer by email by the deadline listed in Section 2.1, Solicitation Timeline. The Department will address all inquiries submitted by the deadline. If the Department makes changes based on questions received, the Department will issue an addendum to the ITN that reflects the changes made.

Questions do not constitute a formal protest of the specifications or of the solicitation. Responses to all written inquiries, and clarifications or addenda to the ITN, will be made through the VBS.

Each submission should have the ITN number in the subject line of the email. Questions should be submitted in the following format to be considered:

Question #	Respondent	ITN Section	ITN Page #	Question

B. Submission of Responses

Respondents must submit Responses by the deadline listed in Section 2.1, Solicitation Timeline.

C. Public Response Opening

The Department will open the Responses in a public meeting at the date, time, and location noted in Section 2.1, Solicitation Timeline. The Procurement Officer will review the entire Response to ensure that all required volumes were timely submitted. Prices will not be read aloud at the Response opening.

The public opening will be conducted on the time and date specified in Section 2.1, Timeline of Events, and public can attend via conference call by using the information below.

Conference Call Number: 1-888-585-9008 Room Number: 666-567-017

After the public opening, the name(s) of all Respondents submitting Proposals shall be made available to interested parties upon request to the Procurement Officer.

2.3 Evaluation Phase

A. Responsiveness Determination

All Responses will be reviewed by the Procurement Officer to determine whether Responses submitted are complete and whether the Responses meet the minimum mandatory criteria listed in Section 3.4, Responsiveness Requirements. Complete Responses that meet the minimum mandatory criteria will be sent to the evaluation team for its review.

B. Technical Response Evaluation

All Volume 2 Responses determined to be responsive will be evaluated by the evaluation team according to the evaluation criteria set forth in Section 4 of this ITN and Attachment D, Evaluator Score Sheet. The points awarded for Pricing will be computed by the Procurement Officer. The

Department may then select one or more Respondents within the Competitive Range with which to commence negotiations (concurrently or sequentially), or may reject all Responses.

2.4 Negotiation Phase

Pursuant to Section 287.057, F.S., the Department will establish a negotiation team to conduct the negotiations and make an award recommendation after determining which Respondent presents the best value to the State of Florida. The Department will then post its Notice of Intent to Award on the VBS.

2.5 ITN Addenda/Amendments to the ITN

The Department reserves the right to modify this ITN by issuing addenda and/or amendments. All changes to the ITN will be made through addenda or amendments posted on the VBS. It is the responsibility of the Respondent to check for any changes on the VBS.

2.6 Contract

This purchase shall be accomplished by issuance of a two-party Contract. Payments will be issued based on the contract in FACTS.

2.7 Contract Formation

The Contract will consist of The ITN, Attachment A – STATEMENT OF WORK, Attachment B – CONTRACT, Attachment C – DEFINITIONS, the BAFO submitted by the awarded Respondent(s) upon which the award was based and the Respondent's Response to the solicitation. During the solicitation period, the Department may, at its sole discretion, modify any of these documents. During the solicitation period, the Department may specifically identify and incorporate by reference additional documents which are to be incorporated into the Contract.

The General Contract Conditions (PUR 1000, 10/06) can be accessed at:

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

2.8 Disclosure of Response Contents

All documentation supplied to the Department as part of a Response becomes the exclusive property of the Department and will not be returned to the Respondent unless withdrawn prior to deadline to submit Replies in accordance with the modification or withdrawal of Replies requirements in subsection 2.9. Selection or rejection of a Reply shall not affect this right.

The State of Florida shall have the right to use all ideas, or adaptations of ideas, contained in any proposal received in response to this ITN. Selection or rejection of the proposal shall not affect this right.

2.9 Withdrawal of Responses

The Respondent may modify its Response at any time prior to the submittal deadline (indicated in Section 2.1, Solicitation Timeline) by submitting a request to the Procurement Officer. A Respondent may withdraw its Response by notifying the Procurement Officer in writing prior to the deadline to submit a Response.

2.10 Clarification Process

The Department may request clarification from the Respondent for resolving ambiguities or questioning information presented in its Response. Clarifications may be requested throughout the solicitation process. The Respondent's answers to requested clarifications must be in writing and must address only the information requested, unless the clarification is requested during a negotiation session and the Department allows the Respondent to provide it verbally during the session or during a follow-up session. The

Respondent's answers to requested clarifications must be submitted to the Department within the time specified by the Department in the requested clarification.

2.11 Diversity

The Department is dedicated to fostering the continued development and economic growth of minority-, veteran-, and woman-owned small businesses. Participation of a diverse group of Respondents doing business with the State is central to the Department's effort. To this end, minority-, veteran-, and woman-owned small business enterprises are encouraged to participate in the State's procurement process as both prime contractors and subcontractors.

END OF SECTION 2

SECTION 3 – GENERAL AND SPECIAL INSTRUCTIONS

3.1 General Instructions

The General Instructions to Respondents is the PUR 1001, 2006 version, which is incorporated by reference and can be accessed at:

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

Sections 3, and 5 of the PUR 1001 are inapplicable and are replaced as follows:

Section 3. Electronic Submission of Replies

Replies shall be submitted in accordance with Section 3.3, How to Submit a Response to the ITN.

Section 5. Questions

Questions shall be submitted in accordance with the Questions and Answers Period of Section 2.2 of the ITN.

3.2 Special Instructions

The Special Instructions are located below in Sections 3.3 – 3.8 of the ITN. In the event of conflict between the General Instructions to Respondents and the Special Instructions, the Special Instructions shall have priority.

3.3 How to Submit a Response

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

Respondents are responsible for submitting their responses by the date and time specified in the Solicitation Timeline of Events section of this solicitation. **RESPONSES RECEIVED AFTER THE EXACT TIME SPECIFIED IN THE TIMELINE WILL NOT BE CONSIDERED.**

A Response must demonstrate, within the Department's sole discretion that the Respondent is responsible and meets the responsiveness requirements in the ITN in order to be considered for award.

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.

Submission Format

Replies shall be divided into three (3) volumes:

- VOLUME ONE: Administrative Documents
- VOLUME TWO: Technical Response
- VOLUME THREE: Price Response

The Respondent's VOLUME TWO: Technical Response should be packaged and sealed separately from VOLUME ONE: Administrative Documents, and VOLUME THREE: Price Response. Each properly separately sealed volume may be included in the same shipping package.

Delivery of Response

Sealed Replies are to be clearly marked on the outside of the package with the solicitation number, company name, and Procurement Officer Name.

The SHIPPING package should be labeled as follows:

Jeanie Vause, Purchasing Director
Florida Department of State
Division of Administrative Services
500 S. Bronough Street – Room 428
Tallahassee, Florida 32399-0250

The Department is not responsible for opening improperly marked responses.

Dates and Times

Dates and times referenced in the ITN and in all responses are to be based on the calendar and clock in Tallahassee, FL (eastern time).

The date format is to be mm/dd/yyyy or Month Day, Year. Time format is to be hour:minute AM (morning) or PM (afternoon). All times are assumed to be eastern time (ET).

Submittal Instructions

1. One (1) original Administrative Documents (VOLUME ONE)
2. One (1) original Technical Response (VOLUME TWO) and seven (7) copies bound individually. The original should be labeled “Original Technical Response” and all copies should be labeled “Volume Two - Technical Response Copy # of 7.”
3. One (1) original Price Response (VOLUME THREE) sealed separately.
4. If a Respondent considers any portion of its Response to be confidential, the Respondent must submit a separate CD, DVD-ROM or USB flash drive in accordance with Section 3.6. This CD, DVD-ROM or USB flash drive should be titled “Redacted Copy.”
5. **VOLUME ONE, VOLUME TWO, and VOLUME THREE** in electronic format on one (1) CD, DVD-ROM or USB flash drive.

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 Response controls.

3.4 Responsiveness Requirements

The Department will not review Replies from Respondents that do not meet the minimum requirements listed below. Responses to Volume 2 – Technical Reply will be addressed at the evaluation phase and will not be evaluated for the determination of responsiveness of Respondents.

- A. Response must be received by the date/time indicated in Section 2.1 Solicitation Timeline.
- B. The Respondent must certify that the person submitting the Reply and its pricing is authorized to respond to this solicitation on the Respondent’s behalf.
- C. The Respondent must certify that the Respondent is not a Discriminatory Vendor or Convicted Vendor as defined in sections 7 and 8 of the PUR 1001 form.

<http://www.dms.myflorida.com/content/download/2934/11780/1001.pdf>

- D. The Respondent must certify that the Respondent is in compliance with section 9 of the PUR 1001 form.

<http://www.dms.myflorida.com/content/download/2934/11780/1001.pdf>

- E. 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.

http://www.sbafla.com/fsb/Portals/FSB/Content/Performance/Quarterly/2016_08_02_Web_Update_Prohibited_List.pdf

- F. The Respondent must certify that they have successfully deployed and maintained for period of at least one (1) year, at least two (2) systems that encompass the scope of services, and the diversity of institutions, similar to the one that is being sought by the Division.

NOTE: The certifications required in subsections 3.4 (B), 3.4 (C), 3.4 (D), 3.4 (E), 3.4 (F), are to be accomplished through the execution of Form 1 – Mandatory Criteria Certification.

- G. The Respondent must submit a completed Form 3 - Past Performance and Experience – Client References.

- H. Performance Bond – A performance bond is not needed.

- I. Proof of Business Registration - Respondents must submit proof of Articles of Incorporation, or other legal recognition as a business entity by a state or territory of the United States, and/or Florida Department of State registration.

NOTE: Florida Statutes require out-of-state business entities transacting business in Florida to register or obtain authorization from the Florida Department of State, Division of Corporations, to transact business in this state. See sections 605.0903, 607.1501, 607.1503, 620.1902, 620.1903 or other applicable statute(s). If not already registered or authorized, the Respondent agrees to attain such authorization within seven business days of notice of award, should the Respondent be awarded. Website: www.sunbiz.org

3.5 Contents of Response

Replies are to be organized in sections as directed below. Respondents are to complete each section entirely or the Respondent may be deemed non-responsive. 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 Respondent is to organize each Response as follows:

VOLUME ONE: Administrative Documents

Tab 1 Cover Letter

The Respondent must provide a cover letter on the Respondent's letterhead with the following information:

Tab 2 Forms and Attachments

- Form 1 - Mandatory Criteria Certification
- Form 2 - Contact Information
- Form 3 - Past Performance and Experience - Client References
- Form 4 - Subcontracting
- Form 5 - Drug Free Workplace Certificate
- Form 6 - Conflict of Interest Disclosure Statement
- Form 7 - Non-Collusion Affidavit
- Form 8 - Statement of No Involvement
- Form 9 - Security Acknowledgement
- Form 10 - Non-Disclosure Agreement
- Form 11 - Cost Reply Sheet

Proof of Business Registration as provided in Section 3.4(I) of the ITN.

VOLUME TWO: Technical Reply

- Tab 1: Business Experience
- Tab 2: Vendor Services – Hosting
- Tab 3: Vendor Services - Support
- Tab 4: Access Control and Privacy
- Tab 5: Metadata
- Tab 6: Content Ingest, Discovery and Portability
- Tab 7: Public User Interface
- Tab 8: Reporting and Analytics
- Tab 9: Preservation
- Tab 10: Plans for Development

Tab 1: Business Experience

Each Respondent should provide details on two (2) similar contracts executed in the last five (5) years that are of scope to the services sought in this ITN. Please be sure to identify all relevant similarities or differences to such contracts when compared to the services sought in this ITN. The Division desires a concise but thorough description of relevant experience, not a voluminous description of all contracts.

T1.1 *Overall Experience.* Describe the number of years and months of experience with the proposed solution in each of the following categories.

- Experience implementing, maintaining and operating systems similar to the scope of the one being proposed for the Division. Include a proposed implementation plan.
- Experience providing training to staff in systems similar the scope of what is being proposed for Division. Include a proposed training plan in this section, both at the Division and the local institution level.

T1.2 Provide a verifiable summary of at least two (2) multitenant digital repositories the Respondent successfully deployed. Include the following and any challenges that arouse during the project and how the issue(s) was/were resolved.

- The project's name and location.
- Number of institutions participating in the platform.
- Number items hosted on the platform.
- The Universal Resource Locator (URL)/web address of the successfully implemented multitenant system.
- The scheduled and actual start and end dates of the project.
- A description of how institutions were recruited and added to the platform (i.e., in phases? as groups? one at a time? etc.)
- Contact information of the project administrator.

Tab 2: Authentication

Describe how you will host a multi-tenant system that allows for libraries, archives, museums and cultural heritage (LAM) organizations to have their own homepage and branding, with the ability to upload, catalog, store, share and maintain their digitized collections, as well as create collections, exhibits, etc.

Describe how you will provide system administration, for example, system upgrades; software upgrades; bug fixes, etc.; backup, health checks, fixity checks. Refer to Attachment A, Statement of Work, for areas that need to be addressed.

Tab 3: Vendor Services - Support

Each LAM organization will have staff who will administer the institution's landing page and digitized content. Describe how you will support these users, provide training on how to use the system, and tech support when users have challenges accessing or using the system. Refer to Attachment A, Statement of Work, for areas that need to be addressed.

Tab 4: Access Control and Privacy

Describe how digital repository system will provide two deployments: LAM organization staff will access the system through an "internal" read/write deployment, giving them the ability to upload, edit, search, organize and curate their content; the external read-only deployment will be public facing, allowing researchers to access all published content. The internal deployment can also be used to store and access internal items that may not ever be published to the external site; e.g. electronic records with access restrictions. Refer to Attachment A, Statement of Work, for areas that need to be addressed.

Tab 5: Metadata

Describe how the system will support the most common metadata schema used in libraries, archives, museums and cultural heritage organizations, including preservation metadata. LAM organization staff will have the ability to add or delete customized metadata fields. Refer to Attachment A, Statement of Work, for areas that need to be addressed.

Tab 6: Content Ingest, Discovery and Portability

Describe how the system will support LAM organization staff uploading content on the "internal" deployment will have the ability to batch upload and batch edit content, as well as having access to templates for metadata input with auto-fill option for basic components. Refer to Attachment A, Statement of Work, for areas that need to be addressed.

Tab 7: Public User Interface

Describe how the public facing deployment will have intuitive search capability, with ability to search across all content made available on the public facing deployment from each institution

using the service. Researchers will have the ability to view digitized items easily from mobile devices as well as desktop computers and laptops. Refer to Attachment A, Statement of Work, for areas that need to be addressed.

Tab 8: Reporting and Analytics

Describe how the digital repository will support tracking and analyzing use of the system, including number of items ingested, edited and made available to the public, as well as tracking and analyzing usage of the content by the public. Refer to Attachment A, Statement of Work, for areas that need to be addressed.

Tab 9: Preservation (choose to answer A., B. or C.)

A. If the system provides a Preservation Component:

Describe how the system provides at least Level 1 preservation as described in the *Levels of Digital Preservation 2.0* as put forward by the National Digital Stewardship Alliance; meeting Level 2 or higher is preferred.

B. If the Respondent will provide a Preservation Component through subcontract with preservation host:

Provide the name of the preservation service provider with whom you will subcontract.

Describe how the preservation service provides at least Level 1 preservation as described in the *Levels of Digital Preservation 2.0* as put forward by the National Digital Stewardship Alliance; meeting Level 2 or higher is preferred.

Or

C. If the system does not provide a Preservation Component:

Describe how the system integrates with currently available preservation services such as LOCKSS, ArchivesDirect or others.

Refer to Attachment A, Statement of Work, for areas that need to be addressed.

Tab 10: Plans for Development

The section will evaluate the Respondent's vision for the future of this system. Refer to Attachment A, Statement of Work, for areas that need to be addressed.

This ends Volume 2 – Technical Reply

VOLUME THREE: Price Reply

Each Respondent shall use the forms provided as Form 11, “Cost Reply Sheet”, to provide for the services requested in this solicitation, inclusive of the Statement of Work (Attachment A).

The rates provided shall include the cost of all things necessary to accomplish the services outlined in Attachment A, Scope of Work. The Respondent’s reply hereto, including, but not limited to, the Respondent furnishing the necessary personnel, labor, supplies, equipment, services, insurance, MyFloridaMarketPlace transaction fees, miscellaneous expenses, and the application of all multiples (i.e. overhead, fringe benefits, etc.), travel and incidental expenses. Failure by the Respondent to provide a cost on Form 11 shall result in the reply being deemed non-responsive and therefore, the reply may be rejected. Footnotes, notations, and exceptions made to Form 11 shall not be considered.

Respondents should not include any Technical Reply information within the Cost Reply Sheet. Replies which include such information in the Cost Reply Sheet may be rejected as non-responsive.

All pricing submitted is considered the ceiling pricing for any given service item within the Price Reply. Prices submitted for all items in the Price Reply cannot be raised, but may be reduced, in the BAFO pricing submittal. Notwithstanding the foregoing, during the negotiation process, the Department reserves the right to negotiate the delivery methodology to achieve best value.

The Price Reply contains the Respondent’s complete pricing compensation to implement, operate and maintain a fully functional system in accordance with the Statement of Work.

Tab 1: Form 11- Cost Reply Sheet

Respondents shall ensure that all costs necessary to provide a complete working system are included in the worksheets, regardless of whether or not there is a specific line item identified in the worksheets. The following costs, at a minimum, shall be included: Implementation fee to add a new LAM organization to the repository (based on number of items/storage capacity); annual subscription fee for each organization using the platform (based on number of items/storage capacity); implementation fee to add a new LAM organization to the preservation component (if applicable); annual subscription fee for each organization using the preservation component (if applicable).

3.6 Redacted Submissions

The following subsection supplements section 19 of the PUR 1001. If an Respondent considers any portion of the documents, data or records submitted in its Reply to this solicitation to be confidential, proprietary, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, F.S., the Florida Constitution or other authority, an Respondent must mark the document as “Confidential” and simultaneously provide the Department with a separate redacted copy of its Reply and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Department’s solicitation name, number and the Respondent’s name on the cover and shall be clearly titled “Redacted Copy.” The Redacted Copy should only contain redactions of those portions of material that the Respondent claims as confidential, proprietary, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority.

In the event of a request for public records pursuant to Chapter 119, F.S., the Florida Constitution or other authority, to which documents that are marked as confidential are responsive, the Department will provide the Redacted Copy to the requestor. 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, F.S. 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 shall 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.

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. 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. **If the Respondent fails to submit a redacted copy of information it claims is confidential, the Department is authorized to produce the entire documents, data or records submitted to the Department in answer to a public records request for these records.**

3.7 Subcontracting

The awarded Vendor is fully responsible for all work performed under the Contract. Any awardee shall use only those subcontractors properly and specifically identified in the subcontracting form – Form 4 - Subcontracting of the Response, except as permitted below.

A. Subcontracting after Contract Execution

To subcontract any services to a subcontractor not originally identified in the Offer, the Contractor is to submit a written request to the Department's Contract Manager identified in the Contract. The written request is to include, but is not limited to, the following:

- The name, address and other information identifying the subcontractor;
- Type of services to be performed by the subcontractor;
- Time of performance for the identified service;
- How the Contractor plans to monitor the subcontractor's performance of the identified services;
- Certification that the subcontractor has all licenses and county authority, as applicable, and/or has satisfied all legal requirements to provide the services to the Department. Also, the Contractor shall certify that the subcontractor is approved by the Florida Department of State to transact business in the State of Florida. If the subcontractor is an out-of-state company, it must have a Florida Certificate of Authority from the Department of State, Division of Corporations, to transact business in the State of Florida. For additional information, please visit the following website: www.sunbiz.org;
- A copy of the written subcontract agreement; and
- Acknowledgement from the subcontractor of the Contractor's contractual obligation to the Department and that the subcontractor agrees to comply with all terms and conditions of the resulting Contract.

The Contractor acknowledges that it shall not be released of its contractual obligation to the Department because of any subcontract. The Contractor is solely responsible for ensuring the subcontractor maintains insurance as required. The Department shall treat the Contractor's use of a subcontractor not approved by the Department as a breach of this Contract.

3.8 Additional Information

By submitting the Response, the Respondent certifies that it agrees to and satisfies all mandatory requirements specified in the ITN. At any time during the solicitation process, the Department may request, and the Respondent must provide, supporting information or documentation. Failure to supply supporting information or documentation as required and requested may result in disqualification or rejection of the Response.

END OF SECTION 3

SECTION 4 - EVALUATION PROCESS

4.1 Mandatory Criteria

The Procurement Officer will review each vendor response to determine responsiveness. Only those Responses that meet the mandatory criteria and contain all the mandatory documentation will be sent to the evaluation team for evaluation.

4.2 Evaluation Team

The Department's evaluation team will consist of at least five (5) persons who collectively have experience and knowledge in the program area and service requirements for the commodities or contractual services sought.

Respondents are responsible for thoroughly reviewing all the ITN requirements to ensure their Response is fully compliant with ITN requirements and thereby avoid the possibility of being, scored lower, or having zero (0) points assigned.

4.3 Scoring

Response will be evaluated and scored as described in this section.

Technical Response – Volume 2	Maximum Points
Price Response – Volume 3	Maximum Points
Total Response	Maximum Points Available

The points awarded by each evaluator will be totaled and then averaged, resulting in one single score for each submission.

4.4 Evaluation Criteria

The Evaluators will independently review and evaluate Volume 2, Technical Response of the responsive Replies using the Evaluator Score Sheet.

Two types of answers are required for specifications listed in Attachment A, Statement of Work.

1. WRITTEN ANSWER REQUIRED

Vendors are expected to provide complete, well-analyzed responses to these questions. As appropriate, vendors may suggest alternative methods, capabilities, or strategies for accomplishing the desired capabilities. Vendors must provide complete, self-contained answers to all Written Answer Required questions. As noted, all costs must be included in the Cost Summary.

Scoring Guidelines – Written Answers		
Assessment	Assessment Description	Evaluator Score
Poor	A Vendor shall receive a "0" or "Poor" rating for a response which does not meet the requirements of the specification. The response shows a gross lack of understanding of the project; below minimum required functionality; fails to demonstrate capability; or places an unacceptable burden on DLIS.	0
Marginal	A Vendor shall receive a "1" or "Marginal" rating for a response which may meet some of the requirements but does not meet all requirements of the specification. The response shows limited project understanding; partially addresses minimum required functionality; demonstrates limited capability; or places an excessive burden on DLIS.	1
Adequate	A Vendor shall receive a "2" or "Adequate" rating for a response which indicates that the specification is available, but is not clearly superior or better than other responses. The response shows a general understanding of the project; meets the minimum required functionality; demonstrates acceptable capability; or places a high burden on DLIS.	2
Good	A Vendor shall receive a "3" or "Good" rating for a response which clearly meets or exceeds the specification (e.g., the capability is available with few or minor deviations or variations). The response shows an above-average understanding of the project; partially exceeds the minimum required functionality; demonstrates above-average capability; or places an acceptable burden on DLIS.	3
Exceptional	A Vendor shall receive a "4" or "Exceptional" rating for a response which, when compared to other responses, is clearly superior, more innovative, or exceptional. The response shows superior understanding of the project; greatly exceeds minimum required functionality; demonstrates excellent and innovative capability; or places no burden on DLIS.	4

2. STATUS RESPONSES

These require the use of one of the following codes:

A = Available

Definition: The specification is to be labeled as AVAILABLE if it is currently a part of the system and if it is available immediately as part of the system provided for review as part of this proposal.

NOTE: If the specification is AVAILABLE with a minor difference, the Vendor must clearly indicate what the difference is. Any written clarifications must be attached at the end of the Vendor Response Forms, numbered to correspond to the specifications, and presented in numerical order.

T = Testing

Definition: The specification is to be labeled TESTING if it is in the process of being developed and will be in place when a contract is entered into.

D = Development

Definition: The specification is to be labeled DEVELOPMENT if it is in the process of being developed but will not be in place within six (6) months.

E = Enhancement

Definition: The specification is to be labeled ENHANCEMENT if it can be planned for and developed (at cost or time).

NOTE: If the specification is labeled PLANNING, the Vendor must clearly indicate what is required to develop the capability; specifically, note any costs and/or time requirements. *The ability and commitment to develop these capabilities within six months of signing a contract must be clearly outlined.* Any written clarifications must be attached at the end of the Vendor Response Forms, numbered to correspond to the specifications, and presented in numerical order.

N = Not Available

Definition: The specification is to be labeled as NOT AVAILABLE if it is not available and is not being tested or developed.

Scoring Guidelines – Status Responses		
Assessment	Assessment Description	Evaluator Score
N – Not Available	A Vendor shall receive a "0" for the status of not available. the specification. The specification is to be labeled as NOT AVAILABLE if it not available and is not being tested or developed.	0
E – Enhancement	A Vendor shall receive a "1" for the status of enhancement. The specification is to be labeled ENHANCEMENT if it can be planned for and developed (at cost or time).	1
D - Development	A Vendor shall receive a "2" for the status of development. The specification is to be labeled DEVELOPMENT if it is in the process of being developed but will not be in place within six months.	2
T - Testing	A Vendor shall receive a "3" for the status of testing. The specification is to be labeled TESTING if it is in the process of being developed and will be in place when a contract is entered into.	3
A - Available	A Vendor shall receive a "4" for the status of available. The specification is to be labeled as AVAILABLE if it is currently a part of the system and if it is available immediately as part of the system provided for review as part of this proposal.	4

4.5 Price Response

1. The Department will take the following steps upon opening Respondent Price Replies.
 - a. Confirm that the Response is submitted using the Department’s Cost Response Sheet (Form 11)
 - b. Confirm that prices are clear and unambiguous.
 - c. Check the arithmetic in the Price Response and conduct a Clarification Request for any computational or transfer errors noted.
 - d. Confirm that the Respondent has not submitted any Technical Response information, Respondent assumptions, changes or additional terms and conditions.
2. The maximum available points (20) will be awarded to the Respondent with the lowest Total Price Response.
3. The remaining Replies from all other Respondents will be awarded a pro-rata portion of points, rounded to the nearest full number, based on the following formula:

$$\text{Points awarded} = \left(\frac{\text{Lowest total price submitted by any respondent}}{\text{Actual Total Price submitted by respondent}} \right) \times 20$$

4. Price Replies may be amended through negotiation and become part of the resulting Contract. Prices submitted for all items in the Price Response cannot be raised, but may be reduced, in the BAFO pricing submittal.

4.6 Vendor(s) Selected for Negotiations

Negotiations are designed to determine which Respondent and Response will provide the greatest overall benefits (i.e., Best Value) to the State.

To comply with the legislative intent of Chapter 287, Florida Statutes, to increase competition and award contracts equitably and economically, DOS may use each Respondent's Total Response Scores to rank and identify the competitive range in the scoring of all Replies. The Department may select one or more vendors within the competitive range with which to commence negotiations. The order in which negotiations with the Respondent(s) commence will be determined according to the best interest of DOS. DOS reserves the right to negotiate with one, more, or none of the Respondent(s), regardless of the order in which the Respondent is ranked or negotiations commence. Should DOS be unable to negotiate a satisfactory Contract with any of the Respondent(s), negotiations may continue with additional or all other Respondents, if any, submitting responsive Replies. Negotiations may continue until an agreement is reached or all Replies are rejected.

4.7 Negotiation Team

The Department's negotiation team will consist of at least five (5) persons who collectively have experience and knowledge in negotiating contracts, contract procurement, and the program areas and services requirements for which commodities or contractual services are sought. The Department reserves the right to invite subject matter experts to participate in the negotiation phase.

4.8 Negotiations

The selected Respondents may be invited to provide more detailed clarifications of their Responses, to provide interactive presentations/demonstrations of the Responses, and to enter into negotiations with the Department. Any information that the Respondent provides during negotiations constitutes an Interim Revised Response (IRR) and becomes part of the Respondent's Response. Failure to provide requested information may result in rejection of the Response.

Negotiations will not be open to the public, but will be recorded.

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

This procurement will not result in an exclusive license to provide the services or products described in this ITN or the resulting Contract. The Department may, in compliance with applicable law, contract with other Respondents 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 a public meeting.

Respondents may be provided an opportunity to recommend enhanced value alternatives and provide information and options during negotiations. The Department reserves the right to negotiate different terms and related price adjustments if the Department 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 Respondent fails to provide another alternative that is acceptable to the negotiation team, the Respondent may be eliminated from further consideration or the negotiation team may stop negotiations with that Respondent.

4.9 Demonstrations

During negotiations Respondents may be asked to demonstrate the system that is being proposed for the Florida Statewide Digital Repository. The purpose of this evaluation activity is to provide substantiating information and demonstrated performance to support the Reply content.

See Attachment E - Demonstration Instructions for additional information.

4.10 Negotiation/Demonstration Location and Attendance

The Department will schedule virtual negotiation sessions and distribute instructions and/or agendas in advance of each negotiation session. The negotiation sessions will be conducted electronically. The representatives for each Respondent (including a representative authorized to agree to Contract terms on behalf of the Respondent and Key Personnel relevant to the topic being discussed) must plan to be available, without interruptions, for the entirety of the Respondent's scheduled negotiation session(s). The Department reserves the right to require attendance at negotiation sessions by particular representatives of the Respondent.

4.11 Revised Responses and Best and Final Offers

During the Negotiation Phase, the Department may request clarification and revisions to Responses (including BAFOs and revised BAFOs) until it is satisfied that it has achieved the best value to the State.

4.12 Other Department Rights During Negotiations

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

- Schedule additional negotiation sessions with any or all responsive Respondents.
- Require any or all responsive Respondents to provide additional, revised or final written responses addressing specific topics, including modifications to the solicitation specifications, terms or conditions, or business references.
- Require any or all responsive Respondents to provide a written BAFO.
- Require any or all responsive Respondents to address services, prices, or conditions offered by any other Respondent.
- Pursue a contract with one or more responsive Respondents for the services encompassed by this solicitation, including any addendums thereto and any request for additional, revised or final written responses or request for best and final offers.
- Pursue the division of contracts between responsive Respondents by type of service or geographic area, or both.
- Arrive at an agreement with any responsive Respondent, finalize principal contract terms and conditions with such Respondent and terminate negotiations with any or all other responsive Respondents, regardless of the status of or scheduled negotiations with such other Respondents.
- Decline to conduct further negotiations with any Respondent.
- Re-open negotiations with any responsive Respondent.
- Take any additional, administrative steps deemed necessary in determining the final award, including additional fact-finding, evaluation or negotiation where necessary and consistent with the terms of this solicitation.
- Review and rely on relevant information contained in the Replies.
- Obtain and check references to assess the extent of success of the past projects.
- Obtain and check Respondent's financial information, including but not limited to certified financial statements.
- DOS also reserves the right to contact references not provided by the Respondent.
- Consider and or request any and all pricing options or models. This information may be used in negotiations to determine the best pricing solution to be used in the Contract.
- Include subject matter experts or other interested persons in negotiations with vendors, vendor presentations, and meetings at which negotiation strategies are discussed.

4.13 Selection Criteria

The following award selection criteria shall apply for this ITN:

- The Respondent's articulation, innovation, and demonstrated ability of the proposed solution to meet the Department's Solution goals and the requirements of this ITN;
- Experience and skills of the Respondent's proposed staff relative to the proposed solution;
- The Respondent's pricing and overall cost to the State; and
- Respondent's ability to accomplish the goals of the ITN as described in Section 1.3 of the ITN.

Responsiveness may be assessed at any point in the selection process.

The Department will consider the total cost of the Contract, including renewal years, as submitted by the Respondent.

END OF SECTION 4

SECTION 5 - AWARD

5.1 Basis of Award

If a contract(s) is awarded, the Contract(s) will be awarded to the responsible and responsive Vendor(s) whose BAFO is assessed as providing the best value to the State.

The Department reserves the right to accept or reject any and all responses 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 based on the selection criteria. An irregularity is not material and therefore, minor, when it does not give the Respondent a substantial advantage over other Respondents and thereby restrict or stifle competition. The Department has the right to use any or all ideas or adaptations of the ideas presented in any Response. Selection or rejection of a Response will not affect this right.

5.2 Identical Scoring of Replies

In the case of an exact tie in the scoring, the tie will be resolved in accordance with Chapter 287, Florida Statutes.

5.3 The Department's Recommendation of Award

The negotiation team will develop a recommendation as to the award(s) that will result in a Contract that is the best value for the State.

5.4 Secretary of State Approval

The Secretary of State, or his designee, will make the final decision to approve or reject the recommendation of the negotiation team.

5.5 Posting of Decision

If the Department decides to award a contract, it will post a Notice of Intent to Award, stating its intent to enter into a Contract with the Respondent identified therein, on the VBS website (http://vbs.dms.state.fl.us/vbs/main_menu). If the Department decides to reject all Responses, it will post its notice on the same VBS website.

Pursuant to Section 120.57(3), Florida Statutes and PUR 1001 #20, any Respondent who is adversely affected by the Department's recommended award or intended decision must file a Notice of Protest or Formal Written Protest with the Agency Clerk in the Department's Office of General Counsel, R.A. Gray Building, 500 S. Bronough Street, Tallahassee, Florida 32399-0250.

5.6 MyFloridaMarketPlace (MFMP) Registration

The awarded Respondent must have a current vendor registration in MFMP, at <https://vendor.myfloridamarketplace.com/>, prior to Contract execution.

The awarded Respondent will be required to pay the required transaction fees as specified in PUR 1000, section 14, unless an exemption has been requested and approved prior to the award of the Contract pursuant to Rule 60A-1.031, F.A.C.

5.7 Florida Substitute Form W-9 Process

State of Florida vendors must register and complete an electronic Florida Substitute Form W-9. The Internal Revenue Service (IRS) receives and validates the information vendors 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.

5.8 Execution of Contract

The awarded Respondent must sign the Contract within ten (10) calendar days of receipt of the Contract for execution, unless there is an automatic stay triggered by the filing of a formal protest. If a formal protest is timely filed, the time to sign the Contract will be tolled. The Department reserves the right to withdraw its Notice of Intent to Award if the Contract is not timely signed, if it determines that it is in the best interest of the State to do so. The Department reserves the right to award to another Respondent that submits a BAFO if the Department does not receive a timely signed Contract from the awarded Respondent.

**ATTACHMENT A
STATEMENT OF WORK**

Florida Statewide Digital Repository

ITN NO: DOS -20/21-009

Overview

One of the statutory missions of the Division of Library and Information Services (Division) is to support Florida's libraries. To help meet this mission, the Division is requesting to work with an outside, yet to be determined, Contractor to host a statewide, multi-tenant digital repository system for libraries, archives, museums and other cultural heritage organizations in Florida. The purpose of the digital repository system is to provide an online access point where partner institutions can upload, catalog, store, share and maintain their digitized collections, as well as have the option to preserve the digitized content. The preservation component may be part of the hosted digital repository system or may be a separately hosted, separately purchased service.

The digital repository system will be a shared platform, where public can search across multiple institutions' content, yet allow each institution to have its own landing page, branding and control of its content.

The digital repository and preservation service will part of the Florida Statewide Digital Initiative.

Project Background

Florida has 559 public library outlets (2017-2018 Public Library Statistics), 12 public universities and 28 public colleges within the Florida Academic Library Services Cooperative (FALSC), 30 Independent College and University (ICUF) libraries and 67 public school districts. There are over 400 museums in Florida (Florida Association of Museums). Each of these entities would be a potential participant in the proposed statewide digital repository system. The Division is an active partner in the Sunshine State Digital Network, the Florida Hub for the Digital Public Library of America.

Project Description and Desired Processes

By way of this Invitation to Negotiate (ITN), the Division of Library and Information Services, is seeking a solution to provide a hosted multi-tenant digital repository system for libraries, archives, museums and other cultural heritage organizations in Florida.

The purpose of the digital repository system is to provide an online access point where partner institutions can upload, catalog, store, share and maintain their digitized collections, as well as have the option to preserve the digitized content. The digital repository system will be a shared platform, where the public can search across multiple institutions' content, yet allow each institution to have its own landing page, branding and control of its content.

The preservation component may be part of the hosted digital repository system, may be a separately hosted service purchased, integrated into the digital repository system and provided by the vendor, or it may be a separately hosted, separately purchased service that is compatible with the digital repository system but provided by a third party under separate contract.

The digital repository and preservation service will be part of the Florida Statewide Digital Initiative.

The Department intends to enter into a contract with the successful respondent to offer a multi-tenant digital repository system to Florida's libraries, archives, museums and other cultural heritage organizations (LAMs).

The contract will be for a five-year period with options of either five (5) one-year renewals or one (1) five-year renewal. If the Department opts for renewal, the vendor will be notified no less than 60 days before the end of the applicable original contract period.

The following are basic assumptions and desired features for the repository:

- The vendor will host a multi-tenant system that allows for libraries, archives, museums and cultural heritage (LAM) organizations to have their own homepage and branding, with the ability to upload, catalog, store, share and maintain their digitized collections, as well as create collections, exhibits, etc.
- The vendor will provide system administration, for example, system upgrades; software upgrades; bug fixes, etc.; backup, health checks, fixity checks.
- Each LAM organization will have staff who will administer the institution's landing page and digitized content. The vendor will support these users, provide training on how to use the repository, and tech support when users have challenges accessing or using the repository.
- LAM organization staff will access the repository through an "internal" read/write deployment, giving them the ability to upload, edit, search, organize and curate their content. These changes will not be made public until they are "published" on the external read-only deployment. The external read-only deployment will be public facing, allowing researchers to access all published content. The internal deployment can also be used to store and access internal items that may not ever be published to the external site; e.g. electronic records with access restrictions.
- LAM organization staff will administer their collections on several authenticated or security protected levels of access – Administrators, editors, managers, reviewers or curators – on the internal deployment. Researchers will not need authentication to access content on the external deployment.
- The repository will support the most common metadata schema used in libraries, archives, museums and cultural heritage organizations, including preservation metadata. LAM organization staff will have the ability to add or delete customized metadata fields.
- LAM organization staff uploading content on the "internal" deployment will have the ability to batch upload and batch edit content, as well as having access to templates for metadata input with auto-fill option for basic components.
- The public facing deployment will have intuitive search capability, with ability to search across all content made available on the public facing deployment from each institution using the service. Researchers will have the ability to view digitized items easily from mobile devices as well as desktop computers and laptops.
- Staff at LAM organizations who load content to the repository will have the ability to track and analyze their use of the repository, including number of items ingested, edited and made available to the public. They will have the ability to track and analyze usage of their content by the public.
- The repository provides or integrates with a preservation component that provides at least Level 1 preservation as described in the Levels of Digital Preservation 2.0 as put forward by the National Digital Stewardship Alliance; meeting Level 2 or higher is preferred.

Tab 1: Business Experience

Each Respondent should provide details on two (2) similar contracts executed in the last five (5) years that are of scope to the services sought in this ITN. Please be sure to identify all relevant similarities or differences to such contracts when compared to the services sought in this ITN. The Division desires a concise but thorough description of relevant experience, not a voluminous description of all contracts.

T1.1.1 Written Response Required: Describe your experience implementing, maintaining and operating systems similar to the scope of the one being proposed for the Division. Include a proposed implementation plan.

T1.1.2 Written Response Required: Describe your experience providing training to staff in systems similar to the scope of what is being proposed for Division, and include a proposed training plan in this section, both at the Division and the local institution level.

- T1.2** Written Response Required: Provide a summary of at least two multitenant digital repositories you have successfully deployed.

Tab 2: Vendor Services - Hosting

The vendor will host a multi-tenant system that allows for libraries, archives, museums and cultural heritage (LAM) organizations to have their own homepage and branding, with the ability to upload, catalog, store, share and maintain their digitized collections, as well as create collections, exhibits, etc.

The vendor will provide will provide system administration, for example, system upgrades; software upgrades; bug fixes, etc.; backup, health checks, fixity checks.

- T2.1** Written Response Required: Describe the process you will use to onboard a new library, archive, museum or cultural heritage (LAM) organization onto the platform.
- T2.2** Written Response Required: Describe the Division's role to be in onboarding a new LAM organization onto the platform.
- T2.3** Written Response Required: Describe how many LAM organizations you will be able to train on the use of and provide access to the platform in the first three months after it has gone "live".
- T2.4** Written Response Required: Describe how many LAM organizations will be able to be added per quarter.
- T2.5** Written Response Required: Describe any limitations there might be on the number of items a LAM organization will be able to upload in the first three months. In the first six months? In the first year?
- T2.6** Written Response Required: Describe backup, health checks and other activities you will do to protect the content held on the repository.
- T2.7** Written Response Required: Describe how you would handle fixing software bugs, upgrades or do system maintenance.
- T2.8** Status Response Required: The repository will be multi-tenant, allowing for individual LAM organization to have their own landing pages and branding, curated exhibits.
- T2.9** Status Response Required: Comes with "Out of the Box" definitions and configurations so that the LAM organizations need only make minimal changes to the standard settings.
- T2.10** Status Response Required: Customizable to the extent that it can be branded with the LAM organization's identity. This includes control of style and logos.
- T2.11** Status Response Required: The repository will permit offline stylesheet testing via mockups, development instances, or similar means.
- T2.12** Status Response Required: Includes capability of embedding "contact us" forms on individual LAM organization landing pages so the LAM organizations can be contacted directly by patrons with questions.
- T2.13** Status Response Required: Division will have the ability to be "super administrator" with ability help institutions with ingest, metadata cleanup and harvesting, etc.
- T2.14** Status Response Required: The repository will offer a shared exhibit space where the Division and LAM organization staff can create primary source sets, exhibits and other cross-organization collections for educators and researchers to use.

Tab 3: Vendor Services - Support

Each LAM organization will have staff who will administer the institution's landing page and digitized content. The vendor will support these users, provide training on how to use the repository, and tech support when users have challenges accessing or using the repository.

Written Response Required:

- T3.1** Written Response Required: Describe your proposed method and level of system support including warranty, documentation, statistics, phone support, field service, and upgrades. Please distinguish between support provided for the Division administrators and local participating LAM organizations. Include procedures for reporting system problems.
- T3.2** Written Response Required: Describe the support you will give to the Division during the initial setup of the service.
- T3.3** Written Response Required: Describe the type of training you will provide to Division and LAM organization staff in the use of the repository.
- T3.4** Written Response Required: Describe what support the LAM organization staff will have from you when they set up their institution level repository.
- T3.5** Written Response Required: Describe the documentation and manuals you will provide to LAM organization staff and the Division.
- T3.6** Written Response Required: Describe the procedures for reporting system problems for both Division administrators and LAM organization staff using the repository.
- T3.7** Status Response Required: The vendor will provide tech support to Division staff who are using the repository.
- T3.8** Status Response Required: The vendor will provide tech support to Division staff while Division staff aid LAM organization staff who are using the repository.
- T3.9** Status Response Required: The vendor will provide tech support that will be available directly to LAM organization staff while they use the repository.
- T3.10** Status Response Required: Offers bug track/feature request system.

Tab 4: Access Control and Privacy

LAM organization staff will access the repository through an “internal” read/write deployment, giving them the ability to upload, edit, search, organize and curate their content. These changes will not be made public until they are “published” on the external read-only deployment. The external read-only deployment will be public facing, allowing researchers to access all published content. The internal deployment can also be used to store and access internal items that may not ever be published to the external site; e.g. electronic records with access restrictions.

LAM organization staff will administer their collections on several authenticated or security protected levels of access – Administrators, editors, managers, reviewers or curators – on the internal deployment. Researches will not need authentication to access content on the external deployment.

- T4.1** Status Response Required: The repository will have a two site deployment – “internal” read/write deployment to be used by the Division and LAM organization staff; and an “external,” public facing read-only. The public facing deployment will not provide access to content until published.
- T4.2** Status Response Required: Each individual LAM organization will establish its own levels of user permissions and access, including what information that a researcher can see on the external, read-only deployment.
- T4.3** Status Response Required: Security is in place to restrict access to sensitive documents stored on internal deployment which are not accessible through the public deployment.
- T4.4** Status Response Required: Security is in place to prevent hacking of the repository (both deployments).
- T4.5** Written Response Required: Describe the user permission levels the repository has for the internal deployment and the ability of the repository to limit the permission level of a user (e.g. read, edit,

curate, publish, administer, etc.)

- T4.6** Written Response Required: Describe the user access levels the repository has for the internal deployment and the ability of the repository to limit access levels of a user (e.g. site wide, LAM organization instillation, collection, item only, etc.)
- T4.7** Written Response Required: Describe the Division and LAM organization administrative roles, their abilities and limitations.
- T4.8** Written Response Required: Describe how Division or LAM organization administrators will assign the roles and permissions for staff functions.
- T4.9** Written Response Required: How does the repository authenticate or authorize the above described levels of access and permission?
- T4.10** Written Response Required: Describe the repository's ability switch from one type of user to another, e.g. reviewer to editor, or curator to content manager? Can one user have many roles?
- T4.11** Written Response Required: Describe the authentication methodology used by the public deployment.

Tab 5: Metadata

The repository will support the most common metadata schema used in libraries, archives, museums and cultural heritage organizations, including preservation metadata. LAM organization staff will have the ability to add or delete customized metadata fields.

- T5.1** Written Response Required: Describe how LAM organization staff will add/delete customized metadata fields.
- T5.2** Status Response Required: LAM organization staff will be able to set default values for metadata.
- T5.3** Status Response Required: Repository supports PREMIS data model and data dictionary

Status Response Required: Repository supports the following Resource Description Formats:

- T5.4.1** Dublin Core
- T5.4.2** Encoded Archival Description or EAD
- T5.4.3** Machine-Readable Cataloging (MARC)/MARCXML
VRA Core
- T5.4.4** Metadata Object Description Standards (MODS)
- T5.4.5** Bibliographic Framework (BIBFRAME)

Status Response Required: Repository supports the following Digital Library Standards:

- T5.5.1** Metadata Encoding & Transition Standards (METS)
- T5.5.2** Metadata for Images in XML (MIX)
- T5.5.3** Preservation Metadata (PREMIS)
- T5.5.4** AudioMD and VideoMD

Tab 6: Content Ingest, Discovery and Portability

LAM organization staff uploading content on the "internal" deployment will have the ability to batch upload and batch edit content, as well as having access to templates for metadata input with auto-fill option for basic components.

- T6.1** Written Response Required: Describe the method the repository uses to batch import objects/files
- T6.2** Written Response Required: Describe the method the repository uses to batch import metadata
- T6.3** Written Response Required: Describe the management of digital, electronic collections.
- T6.4** Written Response Required: Describe the options for deposit of digital materials: end user, bulk load,

etc.

- T6.5** Written Response Required: Describe which crosswalks are currently available for migration of LAM organization content from other platforms.
- T6.6** Status Response Required: Offers method of migrating media with batch export/content portability (to other systems).
- T6.7** Status Response Required: Support for APIs and/or other interfaces that will allow the Division to develop extensions to the core software.
- T6.8** Status Response Required: Supports pre-defined workflows for upload of digitized material and their metadata.
- T6.9** Status Response Required: Supports templates with autofill for standard fields.
- T6.10** Status Response Required: Ability to be harvested by the Florida DPLA hub and other metadata aggregators.

Tab 7: Public User Interface

The public facing deployment will have intuitive search capability, with ability to search across all content made available on the public facing deployment from each institution using the service. Researchers will have the ability to view digitized items easily from mobile devices as well as desktop computers and laptops.

- T7.1** Written Response Required: Describe the repository's method for browsing, searching and viewing hosted content on both deployments.
- T7.2** Written Response Required: Describe the repository's method for full text searching and browse capability on both deployments.
- T7.3** Written Response Required: Describe the repository's method for searching all descriptive metadata and selected metadata fields on both deployments.
- T7.4** Written Response Required: Describe the repository's method the repository uses to sort search results on both deployments.
- T7.5** Written Response Required: Describe the repository's content viewer and its capabilities on both deployments.
- T7.6** Written Response Required: Describe the method that will be used to cross search the public deployment for content provided by any LAM organization.
- T7.7** Written Response Required: Describe how the repository integrates with search and discovery tools on both deployments.
- T7.8** Status Response Required: Supports mobile or responsive themes on the public deployment.
- T7.9** Status Response Required: Supports IIIF API on both deployments.

Tab 8: Reporting and Analytics

Staff at libraries, archives, museums and other cultural organizations who use the service will have the ability to track and analyze their use of the repository, including number of items ingested, edited and made available to the public. They will have the ability to track and analyze usage of their content by the public.

- T8.1** Written Response Required: Describe the method of tracking and analyzing statistics on the internal deployment.
- T8.2** Written Response Required: Describe the method of tracking and analyzing statistics on the external deployment.
- T8.3** Written Response Required: Describe the statistics that will be collected on both internal and external deployments.

- T8.4** Status Response Required: Reporting system supports the customization of reports by LAM organization staff including but not limited to: changing of reports parameters, views, time range, etc.
- T8.5** Status Response Required: Ability to analyze historical data and provide trends analysis.

Tab 9: Preservation (choose to answer A., B. or C.)

A. If the repository provides a Preservation Component:

The repository provides at least Level 1 preservation as described in the *Levels of Digital Preservation 2.0* as put forward by the National Digital Stewardship Alliance; meeting Level 2 or higher is preferred.

- T9.1** Written Response Required: Describe the workflow to ingest hosted items into the preservation component of the repository.
- T9.2** Written Response Required: Describe how the preservation component operates for the Storage functional areas, vis-à-vis the National Digital Stewardship Alliance *Levels of Digital Preservation 2.0*.
- T9.3** Written Response Required: Describe how the preservation component operates for the Integrity functional area, vis-à-vis the National Digital Stewardship Alliance *Levels of Digital Preservation 2.0*.
- T9.4** Written Response Required: Describe how the preservation component operates for the Control functional area, vis-à-vis the National Digital Stewardship Alliance *Levels of Digital Preservation 2.0*.
- T9.5** Written Response Required: Describe how the preservation component operates for the Metadata functional area, vis-à-vis the National Digital Stewardship Alliance *Levels of Digital Preservation 2.0*.
- T9.6** Written Response Required: Describe how the preservation component operates for the Content functional areas, vis-à-vis the National Digital Stewardship Alliance *Levels of Digital Preservation 2.0*.
- T9.7** Status Response Required: Preservation component of the repository meets Level 1 criteria as described by National Digital Stewardship Alliance's Levels of Digital Preservation 2.0
- T9.8** Status Response Required: Preservation component of the repository meets Level 2 criteria as described by National Digital Stewardship Alliance's Levels of Digital Preservation 2.0
- T9.9** Status Response Required: Preservation component of the repository meets Level 3 criteria as described by National Digital Stewardship Alliance's Levels of Digital Preservation 2.0
- T9.10** Status Response Required: Preservation component of the repository meets Level 4 criteria as described by National Digital Stewardship Alliance's Levels of Digital Preservation 2.0

B. If the Respondent will provide a Preservation Component through subcontract with preservation host:

Provide the name of the preservation service provider with whom you will contract.
Describe how the preservation service provides at least Level 1 preservation as described in the *Levels of Digital Preservation 2.0* as put forward by the National Digital Stewardship Alliance; meeting Level 2 or higher is preferred.

Written Response Required: Describe the workflow to ingest hosted items into the preservation component of the repository.

- T9.2** Written Response Required: Describe how the preservation component operates for the Storage functional areas, vis-à-vis the National Digital Stewardship Alliance *Levels of Digital*

Preservation 2.0.

- T9.3** Written Response Required: Describe how the preservation component operates for the Integrity functional area, vis-à-vis the National Digital Stewardship Alliance *Levels of Digital Preservation 2.0*.
- T9.4** Written Response Required: Describe how the preservation component operates for the Control functional area, vis-à-vis the National Digital Stewardship Alliance *Levels of Digital Preservation 2.0*.
- T9.5** Written Response Required: Describe how the preservation component operates for the Metadata functional area, vis-à-vis the National Digital Stewardship Alliance *Levels of Digital Preservation 2.0*.
- T9.6** Written Response Required: Describe how the preservation component operates for the Content functional areas, vis-à-vis the National Digital Stewardship Alliance *Levels of Digital Preservation 2.0*.
- T9.7** Status Response Required: Preservation component of the repository meets Level 1 criteria as described by National Digital Stewardship Alliance's Levels of Digital Preservation 2.0.
- T9.8** Status Response Required: Preservation component of the repository meets Level 2 criteria as described by National Digital Stewardship Alliance's Levels of Digital Preservation 2.0
- T9.9** Status Response Required: Preservation component of the repository meets Level 3 criteria as described by National Digital Stewardship Alliance's Levels of Digital Preservation 2.0
- T9.10** Status Response Required: Preservation component of the repository meets Level 4 criteria as described by National Digital Stewardship Alliance's Levels of Digital Preservation 2.0

Or

C. If the repository does not provide a Preservation Component:

The repository must integrate with currently available preservation services such as LOCKSS, ArchivesDirect or others.

- T9.1** Written Response Required: Describe the methods your repository uses to integrate with currently available preservation services.
- T9.2** Status Response Required: Integrates with currently available preservation services.

Tab 10: Plans for Development

The section will evaluate the Respondent's vision for the future of this repository.

- T10.1** Written Response Required: Describe how you foresee development of the repository over the next five years to meet all current and future requirements. Generally, describe your future development plans for this product.
- T10.2** Written Response Required: Describe which of the above listed currently unavailable "status responses" you expect to implement in the next year, and how you plan to implement them.
- T10.3** Written Response Required: Describe which of the above listed currently unavailable "status responses" you expect to implement within two years, and how you plan to implement them.
- T10.4** Written Response Required: Describe which of the above listed currently unavailable "status responses" you expect to implement within five years, and how you plan to implement them.

END OF SECTION 5

ATTACHMENT B
FLORIDA DEPARTMENT OF STATE CONTRACT (MODEL)

THIS CONTRACT (“Contract”), by and between the State of Florida, Department of State, hereinafter referred to as “DOS” or “Department,” and _____, hereinafter referred to as “Contractor.” DOS and Contractor are sometimes referred to herein individually as a “Party” and collectively “the Parties.”

WITNESSETH THAT:

WHEREAS, DOS issued Invitation to Negotiate Florida Statewide Digital Repository – DOS - 20/21 - 009 and the Contractor submitted a response to the Invitation to Negotiate; and

WHEREAS, Contractor desires to enter into a Contract with DOS to provide certain products and services; and

WHEREAS, DOS desires to enter into a Contract with Contractor in order to acquire certain Contractor supplied products and services;

NOW THEREFORE, Contractor and DOS for and in recognition of considerations hereinafter set forth, do hereby agree as follows:

SECTION 1. DEFINITIONS

The definitions in Chapter 287, Florida Statutes, (F.S.) and Rule Chapter 60A-1, Florida, PUR 1000, and Attachment C of the ITN.

Administrative Code (F.A.C.) will apply to the contract.

SECTION 2. CONTRACT TERM AND TERMINATION

2.1 Initial Term

The resulting contract will be for a five-year term. The term will begin April 15, 2021 and conclude April 14, 2026.

Pursuant to Chapter 2020-111, Laws of Florida, the Department, having released a competitive procurement and if sufficient appropriations are available to fund the contract, may execute a contract for a hosted multi-tenant digital repository system for libraries, archives, museums and other cultural heritage organizations in Florida.

2.2 Renewal

The resulting contract may be eligible for options of either five (5) one (1) year renewals or one (1) five-year renewal at the Department’s sole option. If the Division opts for renewal, the contractor will be notified no less than 60 days before the end of the applicable original contract period.

Pursuant to 287.057(13), F.S., renewal of a contract for commodities or contractual services must be in writing and is subject to the same terms and conditions set forth in the initial contract and any written amendments signed by the parties. If the commodity or contractual service is purchased as a result of the solicitation of bids, proposals, or replies, the price of the commodity or contractual service to be renewed must be specified in the bid, proposal, or reply, except that an agency may negotiate lower pricing. A renewal contract may not include any compensation for costs associated with the renewal. Renewals are contingent upon satisfactory performance evaluations by the agency and subject to the availability of funds.

2.3 Suspension of Work and Termination.

2.3.1 Suspension of Work.

The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Department may suspend a purchase order, at any time, when in the best interest of the Department to do so. The Department will provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor must comply with the notice and will cease the activities associated with any active or new purchase orders. Within ninety (90) calendar days, or any longer period agreed to by the Contractor, the Department will either (1) issue a notice authorizing resumption of work, at which time activity will resume, or (2) terminate the Contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation.

2.3.2 Termination for Convenience.

The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Department and will be turned over promptly by the Contractor.

2.3.3 Termination for Cause.

If the Department determines that the performance of the Contractor is not satisfactory, the Department, at its sole discretion, may: (a) immediately terminate the Contract; (b) notify the Contractor of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Contract will terminate at the end of such time; or (c) take other action deemed appropriate by the Department.

SECTION 3. PAYMENT AND FEES

3.1 Pricing.

The Contractor will not exceed the pricing set forth in the Contract Documents, Contractor's Response to the ITN, and the BAFO submitted by the Contractor upon which the award was based.

3.2 Price Decreases.

The following price decrease terms will apply to the Contract:

- (a) Preferred Pricing. Consistent with the goals of section 216.0113, F.S., Contractor acknowledges and recognizes that the Department wants to take advantage of any improvements in pricing over the course of the Contract period. To that end, the pricing indicated in this Contract is a maximum guarantee under the terms of this clause. Contractor's pricing will not exceed, on an aggregate basis, the pricing offered under comparable contracts for public entities. Comparable contracts are those which are similar in size, scope and terms.

3.3 Payment Invoicing

The Contractor will be paid upon submission of invoices to the Department after delivery and acceptance of commodities or contractual services is confirmed by the Department. Invoices must contain detail sufficient for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

3.4 Purchase Order

The Department may use purchase orders to buy commodities or contractual services pursuant to the Contract. If applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. The purchase order period of performance survives the expiration of the Contract. The duration of purchase orders must not exceed the expiration of the Contract by more than twelve (12) months.

3.5 Travel

Travel expenses are not reimbursable unless specifically authorized by the Department in writing, and may be reimbursed only in accordance with section 112.061, F.S.

3.6 Final Invoice

Unless renewed or extended, the deliverables of the Statement of Work must be completed by the due dates as agreed to between the Department and the Contractor. The final invoice for deliverables due within each state fiscal year of the contract and the last year of the contract must be submitted within 45 days of the end of the fiscal year.

3.7 Appropriations

The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

3.8 MyFloridaMarketPlace Transaction Fee

The Contractor will be required to pay the required MFMP transaction fee(s) as specified in **SECTION 14** of the **PUR 1000**, unless an exemption has been requested and approved prior to the award of the contract pursuant to Rule 60A-1.031, F.A.C.

3.9 Taxes

Taxes, customs, and tariffs on commodities or contractual services purchased under the Contract will not be assessed unless preapproved by the State of Florida.

3.10 Return of Funds

Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor by the Department. The Contractor must return any overpayment within forty (40) calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department of the overpayment.

SECTION 4. CONTRACT COMPOSITION AND MANAGEMENT

4.1 Composition and Priority

The Contractor agrees to provide commodities or contractual services to the Department within the manner and at the location specified in the Contract and any attachments to the Contract. The Contract will consist of this executed Contract Document, Attachment A – STATEMENT OF WORK, the ITN, and any Addenda to the ITN, and the BAFO submitted by the Contractor upon which the award was based and the Contractor's Response to the solicitation. Additionally, the terms of the Contract supersede the terms of any and all prior agreements between the Parties.

This Contract sets forth the entire understanding of the Parties and consists of the documents listed below. In the event any of these documents conflict, the conflict will be resolved in the following order of priority (highest to lowest):

- This Contract Document
- Attachment A – Statement of Work, as approved by the Department and Contractor

- Price Sheet(s), as revised by the BAFO, or, if no BAFO, the final Response
- Addenda to the ITN
- The ITN
- PUR 1000
- PUR 1001
- Contractor's Response to solicitation

4.2 Notices

All notices required under the Contract must be delivered to the designated Contract Manager by certified mail, return receipt requested, by reputable air courier service, email, or by personal delivery, or as otherwise identified by the Department.

4.3 Department's Contract Manager

The Department's Contract Manager, who is primarily responsible for the Department's oversight of the Contract, will be provided in a separate writing to the Contractor upon Contract signing in the following format:

Dorothy Frank
 Florida Department of State
 Division of Library and Information Services
 500 S. Bronough Street
 Tallahassee, Florida 32399
 Telephone: 850-245-6631
 Email: dorothy.frank@dos.myflorida.com

In the event that the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

4.4 Contractor's Contract Manager

The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Contract performance, will be provided in a separate writing to the Department upon Contract signing in the following format:

<Insert Contractor's Contract Manager's Name>
 <Insert Contractor name>
 <Insert Contractor's physical address> Telephone: (XXX) XXX-XXXX
 Email: <Insert Contractor's Contract Manager's email>

In the event that the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

4.5 Department Contract Administrator

The Contract Administrator whose responsibilities will be to maintain this Contract is as follows:

Jeanie Vause, Contract Administrator

Florida Department of State
500 S. Bronough Street
Tallahassee, Florida 32399
Telephone:850-245-6595
Email:Jeanie.Vause@dos.myflorida.com

In the event that the Department changes the Contract Administrator, the Department will notify the Contractor in writing via email. Such changes do not require a formal written amendment to the Contract.

4.6 Diversity Reporting

The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises, and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at osdinfo@dms.myflorida.com.

Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of Department.

4.7 RESPECT

Subject to the agency determination provided for in section 413.036, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INsofar AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about RESPECT and the commodities or contractual services it offers is available at <http://www.respectofflorida.org>.

4.8 PRIDE

Subject to the agency determination provided for in sections 946.515 and 287.042(1), F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INsofar AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at <http://www.pride-enterprises.org>.

SECTION 5. COMPLIANCE WITH LAWS

5.1 Conduct of Business

The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act (HIPAA), if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status.

Pursuant to subsection 287.058(1), F.S., the provisions of subparagraphs 287.058(1)(a)- (c), and (g), F.S., are hereby incorporated by reference, to the extent applicable.

5.2 Governing Laws and Venue

The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract.

Further, the Contractor hereby waives any and all privileges and rights relating to venue it may have under Chapter 47, F.S., and any and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those based on convenience. The Contractor hereby submits to venue in the county chosen by the Customer

5.3 Department of State Registration

The Contractor and any subcontractors that assert corporate status must provide the Customer with conclusive evidence, per Chapters 605 through 623, F.S., of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

5.4 Suspended, Convicted and Discriminatory Vendor Lists

In accordance with sections 287.042, 287.133 and 287.134, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List or the Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Customer if it or any of its suppliers, subcontractors or consultants have been placed on the Suspended Vendor List, Convicted Vendor List or the Discriminatory Vendor List during the term of the Contract.

5.5 Contractor Certification.

If the Contract exceeds \$1,000,000.00 in total, not including renewal years, Contractor certifies that it is not listed on either 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 created pursuant to sections 215.473, F.S. and 215.4725 F.S, respectively. Pursuant to section 287.135(5), F.S., and 287.135(3), F.S., Contractor agrees the Customer may immediately terminate the Contract for cause if the Contractor is found to have submitted a false certification or if Contractor is placed 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, or is engaged in a boycott of Israel during the term of the Contract or the State. DOS agrees to notify Contractor in writing at the earliest possible time if funds are not appropriated or available. The cost for services rendered under any other Contract or to be paid from any other source is not eligible for reimbursement under this Contract.

5.6 Cooperation with Inspector General and Records Retention

Pursuant to subsection 20.055(5), F.S., Contractor, and any subcontractor to the Contractor, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial

records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Customer of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>), whichever is longer. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include, but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees.

5.7 Inspection

Section 215.422, F.S., provides that agencies have five (5) working days, unless the contract specifies otherwise, to inspect and approve commodities or contractual services. Items may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at the Contractor's expense. Interest penalties for late payment are also limited according to section 215.422, F.S.

5.8 American with Disabilities Act (ADA) Civil Rights Compliance

Contractor represents and warrants that it will comply with all Equal Accessibility laws, regulations and standards under Sections 251 & 255 of the Telecommunications Act of 1996, Titles I, II, III & IV of the Americans with Disabilities Act (ADA) [42 USC 12101 et seq.], and Sections 504 and 508 of the Federal Rehabilitation Act amendments [29 USC 794 et seq.], and the Assistive Technology Act of 1998. These standards establish a minimum level of accessibility.

Contractor will indemnify the customer against any litigation stemming from a lack of compliance with the above laws, regulations and standards.

SECTION 6. MISCELLANEOUS

6.1 Notice of Legal Actions

The Contractor must notify the Customer of any legal actions that the Contractor has filed against it for a violation of any laws, rules, codes, ordinances or licensing requirements within thirty (30) calendar days of the action being filed. The Contractor must notify the Customer of any legal actions filed against it for a breach of a contract of similar size and scope to this Contract within thirty (30) calendar days of the action being filed. Failure to notify the Customer of a legal action within thirty (30) calendar days of the action will be grounds for termination for cause of the Contract.

6.2 Subcontractors

The Contractor will not subcontract any work under the Contract without prior written consent of the Customer. The Contractor is fully responsible for satisfactory completion of all subcontracted work. The Customer supports diversity in its procurements and contracts, and requests that Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The Contractor may contact the OSD at osdhelp@dms.myflorida.com for information on certified small business enterprises available for subcontracting opportunities.

6.3 Assignment

The Contractor will not sell, assign or transfer any of its rights, duties or obligations under the Contract without the prior written consent of the Customer. In the event of any assignment, the Contractor remains secondarily liable for performance of the Contract, unless the Customer expressly waives such secondary liability. The Customer may assign the Contract with prior written notice to the Contractor.

6.4 Independent Contractor

The Contractor and its employees, agents, representatives, and subcontractors are not employees or agents of the Customer and are not entitled to the benefits of State of Florida

employees. The Customer will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all of its subcontracts under the Contract.

6.5 Risk of Loss

Matters of inspection and acceptance are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer rejects a commodity, Contractor will remove the commodity from the premises within ten (10) calendar days after notification of rejection, and the risk of loss will remain with the Contractor.

Commodities not removed by the Contractor within ten (10) calendar days will be deemed abandoned by the Contractor and the Customer will have the right to dispose of it as its own property. Contractor will reimburse the Customer or the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected.

6.6 Safety Standards

All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State of Florida inspector. Acceptability customarily requires, at a minimum, an identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished must meet all applicable requirements of the Occupational Safety and Health Act and State of Florida and federal requirements relating to clean air and water.

6.7 Ombudsman

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

6.8 Time is of the Essence

Time is of the essence regarding each and every obligation of the Contractor. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

6.9 Waiver

The delay or failure by the Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

6.10 Modification and Severability

The Contract may only be modified by written agreement between the Customer and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

6.11 Information Technology Standards

Pursuant to sections 282.0051 and 282.318, F.S., the Agency for State Technology (AST) is to establish standards for the implementation and management of information technology resources. Vendors agree to cooperate with the agency in furtherance of its efforts to comply with AST standards, established in Rule Chapter 74, F.A.C., as applicable.

6.12 Dispute Resolution

Any dispute concerning performance of the Contract shall be decided by the DOS's designated contract manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within twenty-one (21) days from the date of receipt, the Contractor files with DOS a petition for administrative hearing. The Department's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

6.13 The Department is Self-Insured

The Department is self-insured for its torts to the extent provided in section 768.28, Florida Statutes, to cover bodily injury, death and property damage arising as a consequence of the acts and omissions to act of its officers, employees, and agents. The Department is without authority to insure the contractor in any way. The Department shall not be deemed to assume any liability for the acts, omissions to act and negligence of the Contractor, its agents, servants and employees; nor shall the Contractor exclude liability for its own negligence to the Department or any third party, except as allowed by law and agreed to by the Department. The Department is without authority to indemnify or hold harmless the Contractor. Unless authorized by law and agreed to in writing, the Department shall not be liable to pay attorney fees, interest, late charges and service fees and/or costs of collection.

6.14 Survival

The provisions of all confidentiality obligations, indemnification, limitation of liability and any other sections, schedules or attachments to this Contract that by their nature may reasonably be presumed to survive any termination or expiration of this Contract, will so survive.

SECTION 7. WORKERS' COMPENSATION AND GENERAL LIABILITY INSURANCE, AND INDEMNIFICATION

7.1 Workers' Compensation Insurance

To the extent required by law, the Contractor must be self-insured against, or must secure and maintain during the life of the contract, Worker's Compensation Insurance for all its employees connected with the work of this project, and in case any work is subcontracted, the Contractor must require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees engaged in work under the resulting contract are covered by the Contractor's insurance program. Self-insurance or insurance coverage must comply with the Florida Worker's Compensation law. In the event hazardous work is being performed by the Contractor under the resulting contract and any class of employees performing the hazardous work is not protected under Worker's Compensation statutes, the Contractor must provide, and cause each subcontractor to provide adequate insurance satisfactory to the Customer for the protection of employees not otherwise protected.

7.2 General Liability Insurance

The Contractor must secure and maintain Commercial General Liability Insurance, including bodily injury, property damage, products, personal & advertising injury and completed operations. This insurance must provide coverage for all claims that may arise from the services and/or operations completed under the Contract, whether such services or operations are by the Contractor or anyone directly or indirectly employed

by them. Such insurance must include a Hold Harmless Agreement in favor of the State of Florida and also include the State of Florida as an additional named insured for the entire length of the resulting contract. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the resulting contract.

All insurance policies must be with insurers licensed or eligible to transact business in the State of Florida. The Contractor's current certificate of insurance must contain a provision that the insurance must not be canceled for any reason except after thirty (30) calendar days written notice to the Customer's Contract Manager.

The Contractors must submit insurance certificates evidencing such insurance coverage prior to execution of a contract with the Customer.

The Contractor must require its insurance carrier to add the Department to the insurance policies as an additional named insured.

7.3 Indemnification

To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and the State of Florida, its officers, employees and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right or out of any acts, actions, breaches, neglect or omissions of the Contractor, its employees, agents, subcontractors, assignees or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees or delegates are not independent contractors in relation to the Customer. The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT AND INTELLECTUAL PROPERTY.

8.1 Public Records

The Customer may unilaterally cancel this Contract for refusal by the Contractor to comply with this section by not allowing public access to all documents, papers, letters or other material made or received by the Contractor in conjunction with the Contract, unless the records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), F.S, or applicable state or federal law.

Solely for the purposes of this section the Contract Manager is the agency custodian of public records.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE DOS CUSTODIAN OF PUBLIC RECORDS, CARLOS REY, AT 850-245-6515, CARLOS.REY@DOS.MYFLORIDA.COM, PUBLIC RECORDS CUSTODIAN, FL DOS, 500 S. BRONOUGH STREET, TALLAHASSEE, FL 32399-0250.

If, under a resulting contract or purchase order, the Contractor is providing services and is acting on behalf of a public agency, as provided by section 119.0701, F.S. The Contractor shall:

- (a) Keep and maintain public records required by the public agency to perform the service;

- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within reasonable time and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law;
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the contract term and following the completion of the Contract if the contractor does not transfer the records to the public agency;
- (d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

8.2 Protection of Trade Secrets or Confidential Information

If the Contractor considers any portion of materials made or received in the course of performing the Contract ("contract-related materials") to be trade secret under section 812.081 or 688.002, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as "confidential" when submitted to the Customer. If the Customer receives a public records request for contract-related materials designated by the Contractor as "confidential," the Customer will provide only the portions of the contract-related materials not designated as "confidential." If the requester asserts a right to examine contract-related materials designated as "confidential," the Customer will notify the Contractor. The Contractor will be responsible for responding to and resolving all claims for access to contract-related materials it has designated "confidential."

If the Customer is served with a request for discovery of contract-related materials designated "confidential," the Customer will promptly notify the Contractor about the request. The Contractor will be responsible for filing the appropriate motion or objection in response to the request for discovery. The Customer will provide materials designated "confidential" if the Contractor fails to take appropriate and timely action to protect the materials designated as "confidential" from disclosure.

The Contractor will protect, defend, and indemnify the Customer for claims, costs, fines, and attorney's fees arising from or relating to its designation of contract-related materials as "confidential."

All DOS data and images which may be provided to the Contractor by DOS will remain the exclusive property of DOS and may not be copied or removed by Contractor personnel without the express written permission of DOS.

Contractor is responsible for the actions of its agents and subcontractors with respect to protection of confidential law enforcement and other types of confidential data. Contractor is expressly prohibited from transferring DOS data, by any means and in any medium or format, outside of North America or to a third-party in performing the work defined in this Contract.

Contractor personnel assigned to this project must sign a Non-Disclosure Agreement, which will be provided by DOS, and all Contractor employees assigned to this project shall be appropriately screened in a manner comparable to section 435.04, Florida Statutes, with no disqualifying offenses. If any screened Contractor employee has a disqualifying offense, the Contractor shall provide a new employee for screening to replace the disqualified employee. Contractor personnel must be approved by DOS, as stated above, prior to beginning work on the project or gaining access to any DOS data/network systems.

8.3 Document Management

The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers and documents that were made in relation to this Contract. Contractor must retain all documents related to the Contract for five (5) years after expiration of the Contract, or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>.

8.4 Intellectual Property

Intellectual property rights will be governed by the Statement of Work. This provision will survive the termination or expiration of this Contract.

SECTION 9. DATA SECURITY AND SERVICES

9.1 Duty to Provide Secure Data

The Contractor will maintain the security of State of Florida Data including, but not limited to, a secure area around any display of such Data or Data that is otherwise visible. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

9.2 Warranty of Security

Unless otherwise agreed in writing, the Contractor and its subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida Data to be sent by any medium, transmitted or accessed outside of the United States, unless otherwise provided in the Statement of Work.

The Contractor agrees that a violation of items listed above will result in immediate and irreparable harm to the Customer and will entitle the Customer to a credit as provided in the Contract documents. This credit is intended only to cover the Customer's internal staffing and administrative costs as well as the diminished value of services provided under the Contract and will not preclude the Customer from recovering other damages it may suffer as a result of such violation. For purposes of determining the damages due hereunder, a group of violations relating to a common set of operative facts (e.g., same location, same time period, same off-shore entity) will be treated as a single event. A violation of this provision will also entitle the Customer to recover damages, if any, arising from a breach of this section and constitutes an event of default.

Notwithstanding any provision of this Contract to the contrary, the Contractor must notify the Customer as soon as possible, in accordance with the requirements of section 501.171, F.S., if applicable, and in all events within one (1) business day in the event Contractor discovers any Data is breached, any unauthorized access of Data occurs (even by persons or companies with authorized access for other purposes), any unauthorized transmission of Data or any credible allegation or suspicion of a material violation of the above. This notification is required whether the event affects one agency/customer or the entire population. The notification must be clear and conspicuous and include a description of the following:

- (a) The incident in general terms.
- (b) The type of information that was subject to the unauthorized access and acquisition.
- (c) The type and number of entities who were, or potentially have been affected by the breach.
- (d) The actions taken by the Contractor to protect the Data from further unauthorized access. However, the description of those actions in the written notice may be general so as not to further increase the risk or severity of the breach.

9.3 Remedial Measures

Upon becoming aware of an alleged security breach, Contractor's Contract Manager must set up a conference call with the Customer's Contract Manager. The conference call invitation must contain a brief description of the nature of the event. When possible, a thirty (30)-minute notice will be given to allow Customer personnel to be available for the call. If the designated time is not practical for the Customer, an alternate time for the call will be scheduled. All available information must be shared on the call. The Contractor must answer all questions based on the information known at that time and answer additional questions as additional information becomes known. The Contractor must provide the Customer with final documentation of the incident including all actions that took place. If the Contractor becomes aware of a security breach or security incident outside of normal business hours, the Contractor must notify the Customer's Contract Manager and in all events, within one business day.

9.4 Indemnification (Breach of Warranty of Security)

The Contractor agrees to defend, indemnify and hold harmless the Customer and the State of Florida, its officers, directors and employees for any claims, suits or proceedings related to a breach of the Warranty of Security. The Contractor will include credit monitoring services at its own cost for those individuals affected or potentially affected by a breach of this warranty for a two-year period of time following the breach.

9.5 Annual Certification

The Contractor is required to submit an annual certification demonstrating compliance with the Warranty of Security to the Customer by December 31st of each Contract year.

SECTION 10. GRATUITIES AND LOBBYING

10.1 Gratuities

The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

10.2 Lobbying

In accordance with sections 11.062 and 216.347, F.S., Contract funds are not for the purpose of lobbying the Legislature, the judicial branch, or the Customer. Pursuant to subsection 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract, after the Contract execution and during the Contract's term.

SECTION 11. CONTRACT MONITORING

11.1 Performance Standards

The Contractor agrees to perform all tasks and provide deliverables as set forth in the Statement of Work, and the executed Contract. The Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof. Coordination must be maintained by the Contractor with representatives of the Customer.

11.2 Performance Deficiency

In addition to the processes set forth in the Contract, if the Customer determines that the performance of the Contractor is unsatisfactory, the Customer may notify the Contractor of the deficiency to be corrected, which correction must be made within a time-frame specified by the Customer. The Contractor must provide the Customer with a corrective action plan describing how the Contractor will address all issues of contract non-performance, unacceptable

performance, and failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance.

11.3 Financial Consequences of Non-Performance

If the corrective action plan is unacceptable to the Customer, or fails to remedy the performance deficiencies, the Contractor will be assessed a non-performance retainage as indicted in the Statement of Work. The retainage will be applied to the invoice for the then-current billing period.

11.4 Force Majeure, Notice of Delay, and No Damages for Delay

The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor will notify the Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

SECTION 12. CONTRACT AUDITS

12.1 Performance or Compliance Audits

The Customer may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Customer. The Customer may conduct an audit and review all the Contractor's and subcontractor's data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners or agents of the Contractor, pertaining to this Contract, may be inspected by the Customer upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners or agents are not required for the Customer or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The State of Florida's Chief Financial Officer and the Office of the Auditor General also have authority to perform audits and inspections.

12.2 Payment Audit

Records of costs incurred under terms of the Contract will be maintained in accordance with section 8.3 of these General Contract Conditions. Records of costs incurred will include the Contractor's general

accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Customer, State of Florida's Chief Financial Officer or the Office of the Auditor General for audit.

SECTION 13. GEOGRAPHIC LOCATION OF DATA AND SERVICES

13.1 Services and Data

The State of Florida requires that all Data generated, used, or stored by the Contractor pursuant to the Contract will reside and remain in the United States and will not be transferred outside of the United States.

13.2 E-Verify

In accordance with Executive Order 11-116, the Contractor agrees to utilize the U.S. Customer of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five (5) calendar days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five (5) calendar days of notice of Contract award, and provide the Contract Manager a copy of its MOU within five (5) calendar days of Contract execution. The link to E-Verify is provided below. <http://www.uscis.gov/e-verify>. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five (5) calendar days to the Contract Manager identifying the new hire with its E-Verify case number.

13.3 Communications and Confidentiality

The Contractor agrees that it will make no statements, press releases, or publicity releases concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, or any particulars thereof, during the period of the Contract, without first notifying the Customer's Contract Manager and securing prior written consent. The Contractor must maintain confidentiality of all confidential data, files, and records related to the services and/or commodities provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Customer security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

SECTION 14. BACKGROUND SCREENING, RECORDS RETENTION, AND WARRANTY OF SECURITY

All Contractor employees, Subcontractors and agents performing work under the Contract must comply with all security and administrative requirements of the Department.

14.1 Background Screening

The Contractor, Contractor's employees, and/or any subcontractors shall have an FDLE (Florida Department of Law Enforcement) Level II background check to include, at a minimum, a fingerprint-based computerized criminal history check performed on each individual working on the State account. The Contractor may access the FDLE site themselves to perform this check online. The Contractor is responsible for payment. The address for the site is: <http://www.fdle.state.fl.us/CriminalHistory>. If the individual has not been a resident in Florida for twelve (12) months, then a check should be done from the individual's previous residence. A copy of the background check must be provided to the Contract Manager for review, which will be forwarded to the Department of State's Inspector General's Office for approval before any Personnel will be allowed to work under the Contract. The Department reserves the right to reject any proposed Personnel based on background check information.

In addition to any background screening required by the Contractor as a condition of employment, the Contractor warrants that it will conduct a criminal background screening of, or ensure that such a screening is conducted for, each of its employees, subcontractor personnel, independent contractors, leased employees, volunteers, licensees or other person, hereinafter referred to as "Person" or "Persons," operating under their direction who directly perform services under the Contract, whether or not the Person has access to State of Florida Data, as well as those who have access, including indirect access, to State of Florida Data, whether or not they perform services under the Contract. The Contractor warrants that all Persons will have passed the Background Screening described herein before they have Access to Data or begin performing services under the contract.

As used in Section 14, "Access" means to review, inspect, approach, instruct, communicate with, store data in, retrieve data from, or otherwise make use of any data, regardless of type, form, or nature of storage. Access to a computer system or network includes local and remote access.

As used in sections 9, 13, 14, and 16, "Data" means a representation of information, knowledge, facts, concepts, computer software, computer programs or instructions, that is exempt or confidential under Florida or federal law, or protected health information as defined in 45 C.F.R. § 160.103. Data may be in any form, including but not limited to, storage media, computer memory, in transit, presented on a display device, or in physical media such as paper, film, microfilm, or microfiche. Data includes the original form of the Data and all metadata associated with the Data.

The minimum background check process will include a check of the following databases through a law enforcement agency or a Professional Background Screener accredited by the National Association of Professional Background Screeners or a comparable standard:

- Social Security Number Trace; and
- Criminal Records (Federal, State and County criminal felony and misdemeanor, national criminal database for all states which make such data available).

The Contractor agrees that each Person will be screened as a prior condition for performing services or having access to State of Florida Data. The Contractor is responsible for any and all costs and expenses in obtaining and maintaining the criminal background screening information for each Person described above. The Contractor will maintain documentation of the screening in the Person's employment file. The Contractor will abide by all applicable laws, rules and regulations including, but not limited to the Fair Credit Reporting Act and/or any equal opportunity laws, rules, regulations or ordinances.

14.1.1 Disqualifying Offenses

If at any time it is determined that a Person has a criminal misdemeanor or felony record regardless of adjudication (e.g., adjudication withheld, a plea of guilty or nolo contendere, or a guilty verdict) within the last six years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that Person from any position with access to State of Florida Data or directly performing services under the Contract. The disqualifying offenses are:

- Computer related or information technology crimes
- Fraudulent practices, false pretenses and frauds, and credit card crimes
- Forgery and counterfeiting
- Violations involving checks and drafts
- Misuse of medical or personnel records
- Felony theft

If the Contractor finds a Disqualifying Offense for a Person within the last six years from the date of the court's disposition, it may obtain information regarding the incident and determine whether that

Person should continue providing services under the Contract or have access to State of Florida Data. The Contractor will consider the following factors only in making the determination: i.) nature and gravity of the offense, ii.) the amount of time that lapsed since the offense, iii.) the rehabilitation efforts of the person and iv.) relevancy of the offense to the job duties of the Person. If the Contractor determines that the Person should be allowed access to State of Florida Data, then Contractor shall maintain all criminal background screening information and the rationale for such access in the Person's employment file.

14.1.2 Refresh Screening

The Contractor will ensure that all background screening will be refreshed every three years from the time initially performed for each Person during the Term of the Contract.

14.1.3 Annual Certification

The Contractor is required to submit an annual certification demonstrating compliance with the Warranty of Security to the Department by December 31st of each Contract year.

14.1.4 Self-Disclosure

The Contractor shall ensure that all Persons have a responsibility to self-report within three calendar days to the Contractor any updated court disposition regarding any disqualifying offense, regardless of adjudication (adjudication withheld, a plea of guilty or nolo contendere, or a guilty verdict). The Contractor shall immediately reassess whether to disallow that Person access to any State of Florida premises or from directly performing services under the Contract. Additionally, the Contractor shall require that the Person complete an annual certification that they have not received any additional criminal misdemeanor or felony record regardless of adjudication (adjudication withheld, a plea of guilty or nolo contendere, or a guilty verdict) for the Disqualifying Offenses and shall maintain that certification in the employment file.

In addition, the Contractor shall ensure that all Persons have a responsibility to self-report to the Contractor within three calendar days, any arrest for any Disqualifying Offense. The Contractor shall notify the Contract Manager within 24 hours of all details concerning any reported arrest.

Department's Ability to Audit Screening Compliance and Inspect Locations

The Department reserves the right to audit the Contractor's background screening process upon two (2) days prior written notice to the Contractor during the Term of the Contract. Department will have the right to inspect the Contractor's working area, computer systems, and/or location upon two business days prior written notice to the Contractor to ensure that access to the State of Florida Data is secure and in compliance with the Contract and all applicable state and federal rules and regulations.

14.2 Record Retention

The Contractor shall retain a list of all Persons with Access to Data, including a statement confirming that each Person has passed the Background Screening required herein. Such a statement shall not include the substance of the screening results, only that the Person has passed the screening.

The Contractor shall create a written policy for the protection of Data, including a policy and procedure for Access to Data.

The Contractor shall document and record, with respect to each instance of Access to Data:

- 1) The identity of all individual(s) who accessed Data in any way, whether those individuals are authorized Persons or not;
- 2) The duration of the individual(s)' access to Data, including the time and date at which the access began and ended;

- 3) The identity, form, and extent of Data accessed, including, but not limited to, whether the individual accessed partial or redacted versions of Data, read-only versions of Data, or editable versions of Data; and
- 4) The nature of the access to Data, including whether Data was edited or shared with any other individual or entity during the duration of the access, and, if so, the identity of the individual or entity.

The Contractor shall retain the written policy and information required in this subsection for the duration of this Contract and a period of no less than five (5) years from the date of termination of this Contract and any Contract extensions. The written policy and information required in this subsection shall be included in the Department's audit and screening abilities as defined in subsection 19.3. The written policy and information required in this subsection shall also be subject to immediate disclosure upon written or oral demand at any time by the Department or its designated agents or auditors.

Failure to compile, retain, and disclose the written policy and information as required in this subsection shall be considered a breach of the Contract. The resulting damages to the Department from a breach of this subsection are by their nature impossible to ascertain presently and will be difficult to ascertain in the future. The issues involved in determining such damages will be numerous, complex, and unreasonably burdensome to prove. The parties acknowledge that these financial consequences are liquidated damages, exclusive of any other right to damages, not intended to be a penalty and solely intended to compensate for unknown and unascertainable damages. The Contractor therefore agrees to credit the Department the sum of \$5,000.00 for each breach of this subsection.

14.3 Indemnification

The Contractor agrees to defend, indemnify and hold harmless the Department, the State of Florida, its officers, directors and employees for any claims, suits or proceedings related to a breach of this section. The Contractor will include credit monitoring services at its own cost for those individuals affected or potentially affected by a breach of this section for a two-year period of time following the breach.

SECTION 15. PERFORMANCE BOND

The Department will not require the Contractor to furnish a performance bond or other form of security for the faithful performance of work under this Contract.

SECTION 16. NO OFFSHORING OF DATA

Unless otherwise agreed in writing, the Contractor and its subcontractors will not perform any of the Services from outside of the United States, and the Contractor will not allow any State of Florida Data to be sent by any medium, transmitted or accessed outside of the United States.

The Contractor agrees that a violation of items listed above will result in immediate and irreparable harm to the Department and will entitle the Department to a credit of \$50,000 per violation, with a total cap of \$500,000 per event. This credit is intended only to cover the Department's internal staffing and administrative costs as well as the diminished value of Services provided under the Contract and will not preclude the Department from recovering other damages it may suffer as a result of such violation. For purposes of determining the damages due hereunder, a group of violations relating to a common set of operative facts (e.g., same location, same time period, same off-shore entity) will be treated as a single event. A violation of this provision will also entitle the Department to recover damages, if any, arising from a breach of this section and constitutes an event of default.

Notwithstanding any provision of this Contract to the contrary, the Contractor shall notify the Department as soon as possible and in all events within one business day in the event it discovers any Data is breached, any unauthorized Access of State of Florida Data occurs (even by persons or companies with authorized access for other purposes), any unauthorized transmission of Data or any credible allegation or suspicion of a material violation of the above.

This notification is required whether the event affects one employee/retiree or the entire population. The notification shall be clear and conspicuous and include a description of the following:

- (a) The incident in general terms.
- (b) The type of personal information that was subject to the unauthorized access and acquisition.
- (c) The number of individuals who were, or potentially have been affected by the breach.
- (d) The actions taken by the Contractor to protect the Data information from further unauthorized access. However, the description of those actions in the written notice may be general so as not to further increase the risk or severity of the breach.

Upon becoming aware of an alleged security breach or security incident, the Contractor Security Officer shall set up a conference call with the Department's Contract Manager. The conference call invitation shall contain a brief description of the nature of the event. When possible, a 30-minute notice shall be given to allow Department personnel to be available for the call. If the designated time is not practical for the Department, an alternate time for the call shall be scheduled. All available information shall be shared on the call. The Contractor shall answer all questions based on the information known at that time and shall answer additional questions as additional information becomes known. The Contractor shall provide the Department with final documentation of the incident including all actions that took place. If the Contractor becomes aware of a security breach or security incident outside of normal business hours, the Contractor shall notify the Department's Contract Manager and in all events, within one business day.

SECTION 17. SPECIFIC APPROPRIATION

The following is the specific state funds from which the state will make payment under the Contract:

General Appropriations Act
Special Categories Contracted Services Line Item 3170
Federal Grants Trust Fund

SECTION 18. COOPERATIVE PURCHASING

Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between Customer and Contractor, and Customer shall not be a party to any transaction between the Contractor and any other purchaser.

State agencies wishing to make purchases from this agreement are required to follow the provisions of s. 287.042(16)(a), F.S. This statute requires the Department of Management Services to determine that the requestor's use of the contract is cost-effective and in the best interest of the State.

SIGNATURE PAGE IMMEDIATELY FOLLOWS

CONTRACTOR	FLORIDA DEPARTMENT OF STATE
Signature	Signature
Title	Title:
Date	Date

ATTACHMENT C DEFINITIONS

Terms used in the Invitation to Negotiate shall be defined by industry standard definitions unless otherwise stated herein. In the event any conflict exists between, the definitions in the PUR 1001, the PUR 1000 and this document, this document shall prevail.

The following terms used in this Invitation to Negotiate (ITN), unless the context otherwise clearly requires a different construction and interpretation, have the following meanings:

Contract Manager: The representative designated by the Department who will oversee all aspects of the Contract, monitor performance expectations, and serve as the primary point of contact for the Contractor.

Contractor: The Respondent(s) with whom the State executes a contract/purchase order to provide the required commodities/services.

Deliverable: A tangible, specific, quantifiable and measurable event or item that must be produced to complete a project or part of a project directly related to the scope of services.

Department: The Florida Department of State (DOS).

Division: Division of Library and Information Services (DLIS).

Florida Accountability Contract Tracking System (FACTS): An online tool developed to make the government contracting process in Florida more transparent. Provides the ability to track state contracts by government agencies.

FY: The State of Florida's Fiscal Year, July 1 through June 30.

LAM Organization: Library, archive, museum or other cultural heritage organization located within the state of Florida and eligible to host digital materials on the statewide repository.

Mediation: Staff involvement in the requesting process.

Respondent: Any firm or person who submits a reply to the Department in response to this ITN.

Responsible Vendor: A vendor who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.

Responsive Vendor: A vendor that has submitted a bid, proposal, or reply that conforms in all material respects to the solicitation.

Subcontractor: Any person other than an employee of Respondent who performs any services listed in this ITN for compensation.

Vendor Bid System (VBS): The State of Florida centralized, internet-based vendor information system. VBS provides access to competitive solicitations including Invitations to Bid (ITB), Requests for Proposals (RFP) and Invitations to Negotiate (ITN).

Attachment D

Evaluator Score Sheet

Evaluator				Respondent		
Criteria		1	2	3	4	5
Tab 1: Business Experience		Score (0-4)				
T1.1.1	Does respondent have experience implementing, maintaining and operating systems similar to the scope of the one being proposed for the Division? (Written Response)	4				
T1.1.2	Does respondent have experience providing training to staff in systems similar the scope of what is being proposed for Division? Does respondent include a proposed training plan? (Written Response)	4				
T1.2	Has respondent successfully deployed two multitenant digital repositories? (Written Response)	4				
Tab 1: Business Experience (max. 12)		12	0	0	0	0
Tab 2: Vendor Services - Hosting		Score (0-4)				
T2.1	Will the process to onboard a new library, archive, museum or cultural heritage (LAM) organization onto the platform meet the needs of the Division? (Written Response)	4				
T2.2	Will the Division’s role to be in onboarding a new LAM organization onto the platform be feasible? (Written Response)	4				
T2.3	Is the number of LAM organizations trained on the use of and provided access to the platform in the first three months after it has gone “live” an acceptable target? (Written Response)	4				
T2.4	Is the number of LAM organizations that will be added per quarter acceptable? (Written Response)	4				

T2.5	Are there limitations on the number of items a LAM organization will be able to upload in the first three months. In the first six months? In the first year? (Written Response)	4				
T2.6	Does the repository provide backup, health checks and other activities to protect the content held on the system? (Written Response)	4				
T2.7	Will the respondent fix software bugs, upgrades or do system maintenance? (Written Response)	4				
T2.8	Is the repository multi-tenant? Does it allow individual LAM organization to have their own landing pages and branding, curated exhibits? (Status Response)	4				
T2.9	Does the repository come with "Out of the Box" definitions and configurations so that the LAM organizations need only make minimal changes to the standard settings? (Status Response)	4				
T2.10	Is the repository customizable to the extent that it can be branded with the LAM organization's identity, including ability to control style and logos? (Status Response)	4				
T2.11	Does the repository permit offline stylesheet testing via mockups, development instances, or similar means. (Status Response)	4				
T2.12	Does the repository include the capability of embedding "contact us" forms individual LAM organization landing pages? (Status Response)	4				
T2.13	Will the Division have the ability to be "super administrator" with ability help institutions with ingest, metadata cleanup and harvesting, etc.? (Status Response)	4				
T2.14	Will the repository offer a shared exhibit space where the Division and LAM organization staff can create primary source sets, exhibits and other cross-organization collections for educators and researchers to use? (Status Response)	4				

Tab 2: Vendor Services - Hosting (max. 56)	56	0	0	0	0
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Tab 3: Vendor Services - Support		Score (0-4)				
T3.1	Will the proposed method and level of system support including warranty, documentation, statistics, phone support, field service, and upgrades for both Division staff and LAM organization staff meet all need? (Written Response)	4				
T3.2	Written Response Required: Describe the support you will give to the Division during the initial setup of the service. (Written Response)	4				
T3.3	Written Response Required: Describe the type of training you will provide to Division and LAM organization staff in the use of the system. (Written Response)	4				
T3.4	Written Response Required: Describe what support the LAM organization staff will have from you when they set up their institution level repository. (Written Response)	4				
T3.5	Written Response Required: Describe the documentation and manuals you will provide to LAM organization staff and the Division. (Written Response)	4				
T3.6	Are procedures for reporting system problems satisfactory? (Written Response)	4				
T3.7	Status Response Required: The vendor will provide tech support to Division staff who are using the system. (Status Response)	4				
T3.8	Status Response Required: The vendor will provide tech support to Division staff while Division staff aid LAM organization staff who are using the system. (Status Response)	4				
T3.9	Status Response Required: The vendor will provide tech support that will be available directly to LAM organization staff while they use the system. (Status Response)	4				
T3.10	Status Response Required: Offers bug track/feature request system. (Status Response)	4				

Tab 3: Vendor Services - Support (max. 40)	40	0	0	0	0
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Tab 4: Access Control and Privacy		Score (0-4)				
T4.1	The repository has a two site deployment – “internal” read/write deployment to be used by the Division and LAM organization staff; and an “external,” public facing read-only. The public facing deployment will not provide access to content until published. (Status Response)	4				
T4.2	Each individual LAM organization will establish its own levels of user permissions and access, including what information that a researcher can see on the external, read-only deployment. (Status Response)	4				
T4.3	Security is in place to restrict access to sensitive documents stored on internal deployment which are not accessible through the public deployment. (Status Response)	4				
T4.4	Security is in place to prevent hacking of the repository (both deployments). (Status Response)	4				
T4.5	Does the repository provide user permission levels for the internal deployment and the ability to limit the permission level of a user (e.g. read, edit, curate, publish, administer, etc.)? (Written Response)	4				
T4.6	Does the repository provide user access levels for the internal deployment and the ability to limit access levels of a user (e.g. site wide, LAM organization instillation, collection, item only, etc.)? (Written Response)	4				
T4.7	Will the Division and LAM organization administrative roles, their abilities and limitations meet the needs of both sets of users? (Written Response)	4				
T4.8	Can the Division or LAM organization administrators assign the roles and permissions for staff functions? (Written Response)	4				
T4.9	Does the system authenticate or authorize the above described levels of access and permission? (Written Response Required)	4				
T4.10	Can the repository switch from one type of user to another, e.g. reviewer to editor, or curator to content manager? Can one user have many roles? (Written Response)	4				

T4.11	Does the repository authenticate users on the public deployment? (Written Response)	4				
Tab 4: Access Control and Privacy (max. 44)		44	0	0	0	0

Tab 5: Metadata		Score (0-4)				
T5.1	Can LAM organization staff add/delete customized metadata fields? (Written Response)	4				
T5.2	LAM organization staff will be able to set default values for metadata. (Status Response)	4				
T5.3	Repository supports PREMIS data model and data dictionary (Status Response)	4				
T5.4.1	The repository supports Dublin Core (Status Response)	4				
T5.4.2	The repository supports Encoded Archival Description or EAD (Status Response)	4				
T5.4.3	The repository supports Machine-Readable Cataloging (MARC)/MARCXML/VRA Core (Status Response)	4				
T5.4.4	The repository supports Metadata Object Description Standards (MODS) (Status Response)	4				
T5.4.5	Bibliographic Framework (BIBFRAME) (Status Response)	4				
T5.5.1	The repository supports Metadata Encoding & Transition Standards (METS) (Status Response)	4				
T5.5.2	The repository supports Metadata for Images in XML (MIX) (Status Response)	4				
T5.5.3	The repository supports Preservation Metadata (PREMIS) (Status Response)	4				
T5.5.4	The repository supports AudioMD and VideoMD (Status Response)	4				
Tab 5: Metadata (max. 48)		48	0	0	0	0

		Score (0-4)				
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Tab 6: Content Ingest, Discovery and Portability						
T6.1	Will the method used to batch import objects/files be easy to use? (Written Response)	4				
T6.2	Will the method used to batch import metadata be easy to use? (Written Response)	4				
T6.3	Will LAM organization staff be able to manage their own digital, electronic collections? (Written Response)	4				
T6.4	Are there multiple options for deposit of digital materials: end user, bulk load, etc.? (Written Response)	4				
T6.5	Are there crosswalks available for migration of LAM organization content from other platforms? (Written Response)	4				
T6.6	Is there a method of migrating media with batch export/content portability (to other systems)? (Status Response)	4				
T6.7	Does the repository support APIs and/or other interfaces that will allow the Division to develop extensions to the core software? (Status Response)	4				
T6.8	The repository supports pre-defined workflows for upload of digitized material and their metadata? (Status Response)	4				
T6.9	Supports templates with autofill for standard fields. (Status Response)	4				
T6.10	Supports the ability to be harvested by the Florida DPLA hub and other metadata aggregators. (Status Response)	4				
Tab 6: Content Ingest, Discovery and Portability (max. 40)		40	0	0	0	0

Tab 7: Public User Interface		Score (0-4)				
T7.1	Does the repository support browsing, searching and viewing hosted content on both deployments? (Written Response)	4				
T7.2	Does the repository support a method for full text searching and browse capability on both deployments? (Written Response)	4				
T7.3	Does the repository provide method for searching all descriptive metadata and selected metadata fields on both deployments? (Written Response)	4				

T7.4	Does the repository provide a method to sort search results on both deployments?(Written Response)	4				
T7.5	Does repository provide a content viewer on the public deployment? (Written Response)	4				
T7.6	Does the repository provide method to cross search the public deployment for content provided by any LAM organization? (Written Response)	4				
T7.7	Will the system integrate with search and discovery tools on both deployments? (Written Response)	4				
T7.8	The public deployment supports mobile or responsive themes. (Status Response)	4				
T7.9	Both deployments support IIIF API. (Status Response)	4				
Tab 7: Public User Interface (max. 36)		36	0	0	0	0

Tab 8: Reporting and Analytics		Score (0-4)				
T8.1	Does the repository provide a method of tracking and analyzing statistics on the internal deployment? (Written Response)	4				
T8.2	Does the repository provide a method of tracking and analyzing statistics on the external deployment? (Written Response)	4				
T8.3	Does the repository provide statistics from both internal and external deployments? (Written Response)	4				
T8.4	Does the reporting system support the customization of reports by LAM organization staff including but not limited to: changing of reports parameters, views, time range, etc.? (Status Response)	4				
T8.5	Will the system provide the ability to analyze historical data and provide trends analysis? (Status Response)	4				
Tab 8: Reporting and Analytics (max. 20)		20	0	0	0	0

		Score (0-4)				
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Tab 9: Preservation (choose to answer A., B. or C.)

A. If the system provides a Preservation Component:

T9.1	Will the ingest workflow to the preservation component easy to follow? (Written Response)	4				
T9.2	Does the preservation component preserve the Storage functional areas, vis-à-vis the National Digital Stewardship Alliance <i>Levels of Digital Preservation 2.0</i> ? (Written Response)	4				
T9.3	Does the preservation component preserve the Integrity functional area, vis-à-vis the National Digital Stewardship Alliance <i>Levels of Digital Preservation 2.0</i> ? (Written Response)	4				
T9.4	Does the preservation component preserve the Control functional area, vis-à-vis the National Digital Stewardship Alliance <i>Levels of Digital Preservation 2.0</i> ? (Written Response)	4				
T9.5	Does the preservation component preserve the Metadata functional area, vis-à-vis the National Digital Stewardship Alliance <i>Levels of Digital Preservation 2.0</i> ? (Written Response)	4				
T9.6	Does the preservation component preserve the Content functional areas, vis-à-vis the National Digital Stewardship Alliance <i>Levels of Digital Preservation 2.0</i> ? (Written Response)	4				
T9.7	Preservation component meets Level 1 criteria as described by National Digital Stewardship Alliance’s <i>Levels of Digital Preservation 2.0</i> (Status Response)	4				
T9.8	Preservation component meets Level 2 criteria as described by National Digital Stewardship Alliance’s <i>Levels of Digital Preservation 2.0</i> (Status Response)	4				
T9.9	Preservation component meets Level 3 criteria as described by National Digital Stewardship Alliance’s <i>Levels of Digital Preservation 2.0</i> (Status Response)	4				
T9.10	Preservation component meets Level 4 criteria as described by National Digital Stewardship Alliance’s <i>Levels of Digital Preservation 2.0</i> (Status Response)	4				

Or

B. If the Respondent will provide a Preservation Component through subcontract with preservation host:

T9.1	Will the ingest workflow to the preservation component easy to follow? (Written Response)	4				
T9.2	Does the preservation component preserve the Storage functional areas, vis-à-vis the National Digital Stewardship Alliance <i>Levels of Digital Preservation 2.0</i> ? (Written Response)	4				
T9.3	Does the preservation component preserve the Integrity functional area, vis-à-vis the National Digital Stewardship Alliance <i>Levels of Digital Preservation 2.0</i> ? (Written Response)	4				
T9.4	Does the preservation component preserve the Control functional area, vis-à-vis the National Digital Stewardship Alliance <i>Levels of Digital Preservation 2.0</i> ? (Written Response)	4				
T9.5	Does the preservation component preserve the Metadata functional area, vis-à-vis the National Digital Stewardship Alliance <i>Levels of Digital Preservation 2.0</i> ? (Written Response)	4				
T9.6	Does the preservation component preserve the Content functional areas, vis-à-vis the National Digital Stewardship Alliance <i>Levels of Digital Preservation 2.0</i> ? (Written Response)	4				
T9.7	Preservation component meets Level 1 criteria as described by National Digital Stewardship Alliance’s Levels of Digital Preservation 2.0 (Status Response)	4				
T9.8	Preservation component meets Level 2 criteria as described by National Digital Stewardship Alliance’s Levels of Digital Preservation 2.0 (Status Response)	4				
T9.9	Preservation component meets Level 3 criteria as described by National Digital Stewardship Alliance’s Levels of Digital Preservation 2.0 (Status Response)	4				
T9.10	Preservation component meets Level 4 criteria as described by National Digital Stewardship Alliance’s Levels of Digital Preservation 2.0 (Status Response)	4				

Or

C. If the system does not provide a Preservation Component:

T9.1	Does the repository integrate with currently available preservation services? (Written Response)	4				
T9.2	Status Response Required: Integrates with currently available preservation services. (Status Response)	4				
Tab 9: Preservation (choose to answer A., B. or C. max. 40)		88	0	0	0	0

Note: only A, B, or C. will be scored. They are not combined.

Tab 10: Plans for Development		Score (0-4)				
T10.1	Will the repository be developed over the next five years to meet the Division's current and future requirements? (Written Response)	4				
T10.2	Will any of the currently unavailable "status responses" be implemented in the next year? (Written Response)	4				
T10.3	Will of the above listed currently unavailable "status responses" be implemented within two years? (Written Response)	4				
T10.4	Will any of the above listed currently unavailable "status responses" be implemented within five years? (Written Response)	4				
Tab 10: Plans for Development (max 16)		16	0	0	0	0

DLIS subtotal (max. 352)	400	0	0	0	0
Cost Reply scoresheet (max. 20)	20	0	0	0	0

ATTACHMENT E DEMONSTRATION INSTRUCTIONS

During the Negotiations Phase, Respondents that have reached this phase may be requested to demonstrate their proposed solution.

Demonstrations may be done online. Demonstrations may last no longer than **two (2)** hours, including a 15-minute break. Demonstrations are to be limited to the listed topics.

No part of the demonstrations will serve to relieve the Respondent of any quality or operation performance specification as described in the resulting Contract.

In addition to covering all of the items listed in Attachment A (Statement of Work) please plan on paying particular attention to:

- ❖ The front end (the public face of the system):
- ❖ The back end (the administrative side of the system)
- ❖ Online customer service options that might be available to patrons and those that would be available to staff.
- ❖ Statistical reports that would be available to the Division and local libraries.
- ❖ Examples of marketing and training.

FORM 1 – MANDATORY RESPONSIVENESS REQUIREMENTS

SOLICITATION REFERENCE	MANDATORY RESPONSE
5.1.1	The Respondent certifies the person submitting the Proposal and its pricing is authorized to respond to this solicitation on the Respondent's behalf.
5.1.2	The Respondent certifies that the Respondent will accept the Contract terms and conditions as stated herein, without qualification or exception.
5.1.3	The Respondent certifies the it is not a Discriminatory Vendor or Convicted Vendor as defined in sections 7 and 8 of the PUR 1001 form.
5.1.4	The Respondent certifies the it is in compliance with section 9 of the PUR 1001 form.
5.1.5	The Respondent certifies it 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.
5.1.6	The Respondent has provided proof of Articles of Incorporation.
5.1.7	The Respondent has submitted the required documentation as specified in Section 4 of this ITN.

The signature below certifies that the signatory has the authority to respond to this solicitation on the Respondent's behalf, and certifies conformance with all Mandatory Responses listed above.

Name of Respondent's Organization

Printed Name of Organization's Authorized Representative

Signature of Organization's Authorized Representative

Date

FORM 2 – CONTACT INFORMATION

For solicitation purposes, the Respondent's Contact person shall be:

For contractual purposes, should the Respondent be awarded, the contact persons shall be (if this column is blank, the contact person for solicitation purposes shall be the contact person for contractual purposes):

Name: _____	_____
Title: _____	_____
Company	
Name: _____	_____
Address: _____	_____
Telephone: _____	_____
Facsimile: _____	_____
E-mail: _____	_____

The signature below certifies that the information above is complete and correct at the time of signing.

Name of Respondent's Organization

Printed Name of Organization's Authorized Representative

Signature of Organization's Authorized Representative

Date

FORM 3 – PAST PERFORMANCE AND EXPERIENCE – CLIENT REFERENCES

In the spaces provided below, the Respondent is to list all business names under which it has operated during the past three (3) years, if different from its current business name. Mark **N/A**, if the business name has not changed within the past three (3) years.

On **page 2** of this attachment, the Respondent is to provide the information for three (3) separate, client references.

At least two (2) references **should be able to** verify the Respondent meets the minimum experience requirement set forth in Section 3 of the ITN. The Respondent should pay close attention to the experience requirement and select references who can verify that the requirement has been met. The Respondent is to indicate which reference(s) can verify the minimum experience requirement established by entering **Yes** or **No** at the bottom of the form.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Respondent Name: _____

Respondents are required to submit with their Proposal, three (3) references that have been provided services of a similar size and parameters of those requested in this solicitation. The Department reserves the right to contact any and all references in the course of this solicitation evaluation and make a fitness determination, not subject to review or challenge.

1) Name of Organization: _____

Contact Person: _____

Phone Number: _____

Address: _____

Email Address: _____

Description of Project: _____

2) Name of Organization: _____

Contact Person: _____

Phone Number: _____

Address: _____

Email Address: _____

Description of Project: _____

3) Name of Organization: _____

Contact Person: _____

Phone Number: _____

Address: _____

Email Address: _____

Description of Project: _____

FORM 4 – SUBCONTRACTING

The Respondent is to complete the information below for 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.

Submit a separate sheet for each subcontractor.

Section 1. There will be subcontractors for this solicitation YES _____ NO _____ (place a check where applicable). If "No", the Respondent is not required to complete Sections 2 and 3.

Section 2.

Service(s): _____

Company Name: _____

Contact: _____

Address: _____

Telephone: _____

Fax: _____

Current Registered as Certified Minority Business Enterprise (CMBE) or Women-Owned Business (WBE)?

Yes No

Occupation License No.: _____

Acknowledgement from Respondent this subcontractor has successfully complied with the "Subcontractor Acceptance Process". Yes No

W – 9 Verification? Yes No

Section 3. In a job description format, on the back of this page, list the responsibilities and duties of the subcontractor based on the technical specifications outlined in this solicitation.

Section 4. The signature below certifies the accuracy of the subcontractors and their duties should the Respondent be awarded a contract resulting from this solicitation.

Name of Respondent's Organization

Printed Name of Organization's Authorized Representative

Signature of Organization's Authorized Representative

Date

FORM 5 – DRUG FREE WORKPLACE CERTIFICATION

IDENTICAL TIE PROPOSALS – Preference will be given to businesses with drug free workplace programs. Whenever two or more proposals which are equal with respect to price, quality, and services are received by the State or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug free workplace program will be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied Respondents have a drug free workplace program. In order to have a drug free workplace program, a business must:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, business's policy of maintaining a drug free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties, that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under the scope of this proposal a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under the scope of this proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements **OR** by checking the box below, I attest that the organization does not fully comply with the described criteria for a drug free workplace.

The organization **does not** meet the described criteria for a drug free workplace.

Name of Respondent's Organization

Printed Name of Organization's Authorized Representative

Signature of Organization's Authorized Representative

Date

FORM 6 – CONFLICT OF INTEREST DISCLOSURE

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. Vendors must disclose with their responses whether any officer, director, employee or agent is also an officer or an employee of the Florida Department of State, the State of Florida, or any of its Agencies. All firms must disclose the name of any state officer or employee who owns, directly or indirectly, an interest of more than five percent in the Vendor's firm or any of its branches or affiliates. All Vendors must also disclose the name of any previous employee(s) of the Department who has received or will receive compensation of any kind to seek to influence the actions of the Department in connection with this procurement.

The following persons are officers, directors, employees, or agents of Vendor's firm **and** state officers or employees:

The following persons are state officers or employees who own, directly or indirectly, more than a 5% interest in the Vendor's firm:

The following previous employee(s) of DOS have sought to influence DOS in this procurement on behalf of the Vendor:

The Vendor has no interest to disclose and has had no person seeking to influence DOS in connection with this procurement.

The signature below certifies that all persons with a potential conflict of interest, as defined by Chapter 112, Florida Statutes, have been identified above.

Name of Respondent's Organization

Printed Name of Organization's Authorized Representative

Signature of Organization's Authorized Representative

Date

FORM 7 – NON-COLLUSION AFFIDAVIT

STATE OF _____ COUNTY OF _____

I state that I _____ of _____,
(Name and Title) (Name of Organization)

am authorized to make this affidavit on behalf of my organization and its owner, directors and officers. I am the person responsible in my organization for the price(s) and amount(s) of this Reply, and the preparation of the Reply. I state that:

1. The price(s) and amount(s) of this Reply have been arrived at independently and without consultation, communication or agreement with any other Provider, potential Provider, Offerer/Respondent, or potential Offerer/Respondent.
2. Neither the price(s) nor the amount(s) of this Reply, and neither the approximate price(s) nor approximate amount(s) in this Reply, have been disclosed to any other organization or person who is a Provider, potential Provider, Offerer/Respondent, or potential Offer/Respondent, and they will not be disclosed before the Reply opening.
3. No attempt has been made or will be made to induce any organizations or persons to refrain from submitting a Reply for this contract, or to submit a price(s) higher than the prices in this Reply, or to submit any intentionally high or noncompetitive price(s) or other form of complementary Reply.
4. The Reply from my Organization 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 Reply.
5. _____, its affiliates, subsidiaries, officers, director, and employees
(Name of Organization)
are not currently under investigation, by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to Offer, on any public contract, except as follows:

I state that I and the named Organization understand and acknowledge that the above representations are material and important, and will be relied on by the State of Florida for which this Reply is submitted. I understand and my firm understands that any misstatement in this affidavit is, and shall be treated as, fraudulent concealment from the State of Florida of the true facts relating to the submission of Replies for this contract. Dated this _____ day of _____, 2021

Name of Organization _____

Signed by: _____

Print Name _____

Being duly sworn deposes and says that the information herein is true and sufficiently complete so as not to be misleading. Subscribed and sworn before me this ____ day of _____ 2021.

Notary Public: _____

My Commission Expires: _____

FORM 8 – STATEMENT OF NO 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 and Contractual Services

(17)(c) A person who receives a contract that has not been procured pursuant to subsections (1)-(3) [of s. 287.057, F.S.] 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 vendor who responds to a request for information from being eligible to contract with an agency.

The signature below certifies that nothing in section 287.057(17)(c), Florida Statutes (above), prohibits the Respondent's entry into any Contract resulting from this solicitation..

Name of Respondent's Organization

Printed Name of Organization's Authorized Representative

Signature of Organization's Authorized Representative

Date

FORM 9 – SECURITY ACKNOWLEDGEMENT

The signing of this document, by an authorized representative of the Respondent's organization, certifies the Respondent has reviewed and understands the security requirements of Florida Administrative Code 74-1 as well as the security requirements outlined in DOS-20/21-009; Statewide Digital Repository.

I further certify that, if selected as the successful Respondent for the Contract resulting from this ITN, this company will, at a minimum, comply with the security standards as outlined in the above paragraph.

Name of Respondent's Organization

Printed Name of Organization's Authorized Representative

Signature of Organization's Authorized Representative

Date

FORM 10 – NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is made and entered into as of by and between the Florida Department of State (the "Disclosing Party"), located in the R.A. Gray Building, 500 S Bronough St, Tallahassee, FL 32399 and _____, representing (company name) _____

(the "Recipient" or "Receiving Party"), located at _____

WHEREAS, Disclosing Party may deem it necessary to disclose or share certain security sensitive information with the Recipient that is exempt from disclosure under Florida law.

WHEREFORE, the Parties agree to enter into this Agreement with respect to the disclosure and management of Confidential Information and other information as follows:

Confidential Information

For all intents and purposes of this Agreement, "Confidential Information" shall mean and include any data or information that is exempt or confidential and exempt from disclosure under Florida's public records laws, including but not limited to sections 119.071(3)(a), 281.301(1),

282.318(4)(d), 282.318(4)(e), and 282.318(4)(f), Florida Statutes. These exemptions include records that is deemed personal identifiable, may identify a security weakness/vulnerability in the application, network, hardware, operating system, and/or processes, or other sensitive information provided by or discussed with the Disclosing Party and that which is not generally known to the public, whether in tangible or intangible form, whenever and however disclosed, including, but not limited to, 1.) financial information, business plans, performance results which may be related to the past, present and/or future operations of said party, its Divisions and Bureaus; 2.) plans for products or services; 3.) any technical or data information process, procedure, formula, improvement, technology or method; 4.) any concepts, reports, data, knowledge, works-in- progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets, trademarks and copyrights; and 5.) any other information that should reasonably be recognized as confidential information of the Disclosing Party. Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated Confidential Information. The Receiving Party acknowledges that the Confidential Information is proprietary to the Disclosing Party, has been developed and obtained through great efforts by the Disclosing Party and, as such, the Disclosing Party regards all of its Confidential Information as trade secrets.

Confidential Information Disclosure

The Disclosing Party may deem it necessary, from time to time, to disclose or make available to the Receiving Party Confidential Information. It shall then become the responsibility of the Receiving Party to: 1.) limit the disclosure of any Confidential Information belonging to the Disclosing Party to the Receiving Party's directors, officers, employees, agents or representatives (collectively herein referred to as "Representatives") who have a need to know such Confidential Information in connection with the current or contemplated business relationship between the parties to which this Agreement relates, and only for that purpose; 2.) advise its Representatives of the proprietary nature of the Confidential Information and of the obligations set forth herein this Agreement and require such Representatives to keep the Confidential Information confidential; 3.) shall keep all Confidential Information strictly confidential by way of exercising a reasonable degree of care, but not less than the degree of care that the Receiving Party would exercise in safeguarding their own confidential information; and 4.) not disclose any Confidential Information received to any third parties, unless otherwise provided for herein this Agreement.

Therefore, each party shall be responsible for any breach of this Agreement by any of their respective Representatives.

Confidential Information Usage

The Receiving Party herein agrees to make use of the Confidential Information solely for the purpose and in connection with the current or contemplated business relationship between both parties and not for any purpose other than that which has been stipulated and contained herein this Agreement, unless otherwise authorized by prior written consent by an authorized representative of the Disclosing Party. There shall be no other right or license, whether expressed or implied, in the Confidential Information granted to the Receiving Party hereunder. Ownership and title to the Confidential Information shall remain solely with the Disclosing Party, any and all use of the Confidential Information by the Receiving Party shall be solely for the benefit of the Disclosing Party, and any type or manner of improvements or modifications thereof by the Receiving Party shall remain the sole property of the Disclosing Party. There shall be nothing herein contained that would be intended to modify the parties' existing agreement that the parties' discussions in furtherance of a potential business relationship shall herein be governed by Federal Rule of Evidence 408 – Compromise Offers and Negotiations.

Securing Confidential Information

Receiving Party shall abide by the following procedures in handling the Disclosing Party's

Confidential Information:

- a. Upon receipt of the data, the Receiving Party will password protect the Confidential Information.
- b. Receiving Party's employees needing access to the Disclosing Party's Confidential Information will be informed that:
 - i. they are not to share the password or the Disclosing Party's Confidential Information with any unauthorized person;
 - ii. at the end of the solicitation process they will delete the Disclosing Party's Confidential Information from any laptop, desktop or any other electronic shared system under their control and destroy any paper copies of such Confidential Information; and
 - iii. they must confirm to the Receiving Party that they have so deleted or destroyed the Confidential Information.
- c. Files and passwords will be provided separately to appropriate users

Term

The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party's duty to hold Confidential Information in accordance with Florida's Public Records laws shall remain in effect until all Confidential Information in the possession of the Receiving Party is returned to the Disclosing Party, destroyed, or no longer qualifies as exempt or confidential and exempt under Florida law, whichever occurs first.

No Warranty

All Confidential Information is provided by Disclosing Party "AS IS" and without any warranty, express, implied or otherwise, regarding the Confidential Information's completeness, accuracy or performance.

Remedies

Both parties to this Agreement acknowledge and agree that the Confidential Information hereunder this Agreement is of a unique and valuable nature, and that the unauthorized distribution or broadcasting of the Confidential Information could have the potential to destroy and, at the very least, diminish the value of such information. The damages that the Disclosing Party could sustain as a direct result of the unauthorized dissemination of the Confidential Information would be impossible to calculate. Therefore, both parties hereby agree that the Disclosing Party shall be entitled to claim injunctive relief that would prevent the dissemination of any Confidential Information that would be in violation of the terms set forth herein this Agreement. Any such injunctive relief provided shall be in addition to any other available remedies hereunder, whether at law or in equity. The Disclosing Party shall be entitled to recover any sustained costs and/or fees, including, but not limited to, any reasonable attorney's fees which may be incurred while attempting to obtain any such relief. Furthermore, in the event of any litigation which may be related to this Agreement, the prevailing party shall be entitled to recover any such reasonable attorney's fees and expenses incurred.

In the event the State suffers any losses, damages, liabilities, expenses, or costs (including by way of example only, attorney's fees and disbursements) that are attributable, in whole or in part to any failure by the Receiving Party or any employee of the Receiving Party to comply with the requirements of this Agreement, Receiving Party shall hold harmless and indemnify the Disclosing Party and the State of Florida from and against any such losses, damages, liabilities, expenses and/or costs

Return of Confidential Information

No later than five (5) business days after the Disclosing Party's notice of an intended award in connection with this solicitation or conclusion of any legal proceeding or protest regarding the procurement, the Receiving Party shall provide evidence of destruction or return and deliver to the Disclosing Party all tangible material and/or information representing or exemplifying the Confidential Information provided hereunder and all notes, summaries, memoranda, drawings, manuals, records, excerpts or derivative information deriving therefrom and all other documents, materials, notes or copies ("Notes") which may have been converted to any computerized media in the form of any image, data or word processing files either manually or by image capture or any other form of work product that may be based on or include any Confidential Information, in whatever form of storage or retrieval. Alternatively, the Receiving Party may immediately destroy (in the case of Notes, at the Receiving Party's sole discretion) any of the foregoing embodying Confidential Information (or the reasonably non-recoverable data erasure of computerized data) and, upon request, certify in writing such destruction by an authorized officer of the Receiving Party supervising the destruction of the material and or information.

Notice of Breach

The Receiving Party shall immediately notify the Disclosing Party upon discovering any unauthorized use or disclosure of Confidential Information by the Receiving Party or its Representatives, or any other breach of this Agreement by the Receiving Party or its Representatives, and will cooperate with any efforts by the Disclosing Party to assist the Disclosing Party to regain the possession of its Confidential Information and thus prevent its further unauthorized use.

No Legally Binding Agreement for Transaction

Both parties hereby agree that neither party shall be under any legal obligation of any kind whatsoever with respect to a Transaction by virtue of this Agreement, except for the matters specifically agreed to herein. The parties further acknowledge and agree that each party herein reserves the right, in their sole and absolute discretion, to reject any and/or all proposals and to terminate discussions and negotiations with respect to any Transaction at any time. This Agreement does not create or constitute a joint venture or partnership between the parties. In the event that a Transaction should go forward, the non-disclosure provisions of any applicable transaction documents entered into between the parties (or their respective affiliates) for the Transaction shall supersede this Agreement. Should and such provision not be provided or stipulated in said transaction documents, then this Agreement shall be the controlling instrument.

Warranty

Each party herein warrants that it has the right and authorization to make such disclosures under this Agreement. NO WARRANTIES ARE MADE BY EITHER PARTY UNDER THIS AGREEMENT WHATSOEVER. The parties acknowledge that although they shall each endeavor to include in the Confidential Information any and all information that they each believe relevant for the purpose of the evaluation of a Transaction, the parties understand that no representation or warranty as to the accuracy or completeness of the Confidential Information is being made by either party as the Disclosing Party. Furthermore, neither party is under any obligation contained within this Agreement to disclose any Confidential Information it chooses not to disclose. Neither party hereto shall have any liability to the other party, or to the other party's Representatives, resulting from any use of the Confidential Information except with respect to the disclosure of such Confidential Information in violation of this Agreement.

Governing Laws

The validity, construction and performance of this Agreement shall be governed and construed in accordance with the laws of the State of Florida. In the event of litigation arising out of this Agreement, venue shall be in Leon County, Florida.

Waiver of Contractual Right

Any such failure by either party to enforce the other party's strict performance of any provision of this Agreement shall not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

Severability

Although the restrictions herein contained in this Agreement are considered by the parties to be reasonable for the purpose of protecting the Confidential Information, if any such restriction is found by a court of competent jurisdiction to be unenforceable, such provision will be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable. In the event it cannot be so modified, rewritten or interpreted to be enforceable in any respect, it will not be given effect, and the remainder of the Agreement shall be enforced as if such provision was not included.

Notices

Any notices or communications required or permitted to be given hereunder may be delivered by hand, deposited with a nationally recognized overnight carrier, emailed, or mailed by certified mail, return receipt requested, postage prepaid, in each case, to the aforementioned address of the other party, or any such other address or addressee as may be furnished by a party in accordance with this paragraph. All such notices or communication shall be deemed to have been given and received (i) in the case of personal delivery or email, on the date of said delivery, (ii) in the case of delivery by a nationally recognized overnight carrier, on the third business day following dispatch, and (iii) in the case of mailing, on the seventh business day following such mailing.

Transfer or Assign

This Agreement is personal in nature, and neither party may directly or indirectly assign or transfer it by operation of law or otherwise without the prior written consent of the other party, which consent shall not be unreasonably withheld. All obligations contained in this Agreement shall extend to and be binding upon the parties to this Agreement and their respective successors, assigns and designees.

Paragraph headings used in this Agreement are for reference only and shall not be used or relied upon in the interpretation of this Agreement.

Entire Agreement

This Agreement constitutes the entire understanding between the parties and supersedes any and all prior or contemporaneous understandings and agreements, whether oral or written, between the parties, with respect to the subject matter hereof. This Agreement can only be modified by written amendment signed by the party against whom such enforcement is sought.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date the second party signs.

Printed Name of Recipient's Authorized Representative

Printed Name of Disclosing Party's Authorized Representative

Signature of Recipient's Authorized Representative

Signature of Disclosing Party's Authorized Representative

Date

Date

RECEIVING PARTY EMPLOYEES WHO WILL BE GIVEN ACCESS TO DOS CONFIDENTIAL INFORMATION

Printed Name Address of Individual	Signature of Individual	Date

Name of Respondent's Organization

**FORM 11
COST REPLY SHEET**

The Respondent is to submit a fixed price for all costs associated with the completion of the tasks described in Attachment A – Statement of Work and the attachments of this ITN. Submit Form 11 – Cost Reply Sheet as Tab 1 of Volume 3 - Cost Reply.

Pricing for Digital Repository for Initial Term (insert dates). Preservation Component pricing may be additional, included in Digital Repository Pricing, or not applicable. Please indicate in Cost Reply below.					
Number of items / storage capacity	Digital Repository Pricing (Five-Year Pricing)		Preservation Component (if applicable) Pricing (Five-Year Pricing)		Total Digital Repository with Preservation (Five-Year Pricing)
	Implementation Fee per each new Org.	Annual subscription fee per each Org.	Implementation Fee Per each new Org.	Annual subscription fee per each Org.	Total Pricing
A. 1,000 objects / 100 GB	\$	\$	\$	\$	\$
B. 5,000 objects / 500 GB	\$	\$	\$	\$	\$
C. 10,000 objects / 1 TB	\$	\$	\$	\$	\$
D. 100,000 objects / 10 TB	\$	\$	\$	\$	\$
E. 500,000 objects / 50 TB	\$	\$	\$	\$	\$

Optional five one year renewals, year 1					
Number of items / storage capacity	Digital Repository Pricing		Preservation Component (if applicable) Pricing		Total Digital Repository with Preservation
	Implementation Fee per each new Org.	Annual subscription fee per each Org.	Implementation Fee Per each new Org.	Annual subscription fee per each Org.	Total Pricing
A. 1,000 objects / 100 GB	\$	\$	\$	\$	\$
B. 5,000 objects / 500 GB	\$	\$	\$	\$	\$
C. 10,000 objects / 1 TB	\$	\$	\$	\$	\$
D. 100,000 objects / 10 TB	\$	\$	\$	\$	\$
E. 500,000 objects / 50 TB	\$	\$	\$	\$	\$

Optional five one year renewals, year 2					
Size of repository / storage capacity	Digital Repository Pricing		Preservation Component (if applicable) Pricing		Total Digital Repository with Preservation
	Implementation Fee per each new Org.	Annual subscription fee per each Org.	Implementation Fee Per new each Org.	Annual subscription fee per each Org.	Total Pricing
A. 1,000 objects / 100 GB	\$	\$	\$	\$	\$
B. 5,000 objects / 500 GB	\$	\$	\$	\$	\$
C. 10,000 objects / 1 TB	\$	\$	\$	\$	\$
D. 100,000 objects / 10 TB	\$	\$	\$	\$	\$
E. 500,000 objects / 50 TB	\$	\$	\$	\$	\$

Optional five one year renewals, year 3					
Size of repository / storage capacity	Digital Repository Pricing		Preservation Component (if applicable) Pricing		Total Digital Repository with Preservation
	Implementation Fee per each new Org.	Annual subscription fee per each Org.	Implementation Fee Per each new Org.	Annual subscription fee per each Org.	Total Pricing
A. 1,000 objects / 100 GB	\$	\$	\$	\$	\$
B. 5,000 objects / 500 GB	\$	\$	\$	\$	\$
C. 10,000 objects / 1 TB	\$	\$	\$	\$	\$
D. 100,000 objects / 10 TB	\$	\$	\$	\$	\$
E. 500,000 objects / 50 TB	\$	\$	\$	\$	\$

Optional five one year renewals, year 4					
	Digital Repository Pricing		Preservation Component (if applicable) Pricing		Total Digital Repository with Preservation
Size of repository / storage capacity	Implementation Fee per each new Org.	Annual subscription fee per each Org.	Implementation Fee Per each new Org.	Annual subscription fee per each Org.	Total Pricing
A. 1,000 objects / 100 GB	\$	\$	\$	\$	\$
B. 5,000 objects / 500 GB	\$	\$	\$	\$	\$
C. 10,000 objects / 1 TB	\$	\$	\$	\$	\$
D. 100,000 objects / 10 TB	\$	\$	\$	\$	\$
E. 500,000 objects / 50 TB	\$	\$	\$	\$	\$

Optional five one year renewals, year 5					
	Digital Repository Pricing		Preservation Component (if applicable) Pricing		Total Digital Repository with Preservation
Size of repository / storage capacity	Implementation Fee per each new Org.	Annual subscription fee per each Org.	Implementation Fee Per each new Org.	Annual subscription fee per each Org.	Total Pricing
A. 1,000 objects / 100 GB	\$	\$	\$	\$	\$
B. 5,000 objects / 500 GB	\$	\$	\$	\$	\$
C. 10,000 objects / 1 TB	\$	\$	\$	\$	\$
D. 100,000 objects / 10 TB	\$	\$	\$	\$	\$
E. 500,000 objects / 50 TB	\$	\$	\$	\$	\$

B. Respondents may provide Optional Services to be considered throughout the base term of this Contract or extensions. Additional offerings are fixed prices and are only available for increase during any contract or extension. Respondents should include options asked for, as well as any additional offerings, to this Price Table B or expand the table via an attachment to this Price Reply Sheet if additional space is needed.

Description	Costs

The signature below certifies that the signatory has the authority to bind the Respondent to the costs associated with the listed Deliverables, licenses, and services.

Name of Respondent's Organization

Printed Name of Organization's Authorized Representative

Signature of Organization's Authorized Representative

Date