



**SOUTHWOOD SHARED RESOURCE CENTER
INVITATION TO NEGOTIATE
CONTRACT FOR
ON-PREMISE IAAS PRIVATE CLOUD ENVIRONMENT**

ITN NO.: SSRC-10/11-005

RELEASE DATE: JUNE 1, 2011

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ATTACHMENT 11 – PRICE SHEET

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ATTACHMENT 13 – PUR 1001

SECTION 1 – INTRODUCTORY MATERIALS

1.1 Definitions

1.1.1 **Access Controls**

The enforcement of specified authorization rules based on user or system authentication.

1.1.1.1 Data Access Controls - granting or denying specific requests for obtaining and using information and related information processing services;

1.1.1.2 Physical Access Controls - granting or denying specific requests to enter specific physical facilities or access physical equipment.

1.1.2 **Administrative User Interfaces**

The point at which a user or a user department or organization interacts with a computer system. The part of an interactive computer program that sends messages to and receives instructions from a terminal user.

1.1.3 **Basis for billing**

Capabilities are charged using a metered, fee-for-service utilization model.

1.1.4 **Center**

The Southwood Shared Resource Center located at 2585 Shumard Oak Blvd., Tallahassee, Florida.

1.1.5 **Client Interface**

The mechanism by which a user interacts with an application, service or system.

1.1.6 **Cloud Infrastructure as a Service (IaaS)**

The capability provided to the consumer is to provision processing, storage, networks, and other fundamental computing resources where the consumer is able to deploy and run arbitrary software, which can include operating systems and applications. The consumer does not manage or control the underlying cloud infrastructure but has control over operating systems, storage, deployed applications, and possibly limited control of select networking components (e.g., host firewalls).

1.1.7 **Community Cloud**

The cloud infrastructure is shared by several organizations and supports a specific community that has shared concerns (e.g., mission, security requirements, policy, and compliance considerations). It may be managed by the organizations or a third party and may exist on premise or off premise.

1.1.8 **Dynamic Provisioning of Service**

The solutions for near real time provisioning of servers, storage, and networking.

1.1.9 **Fault Tolerance**

The property that enables a system to continue operating properly in the event of the failure of one or more faults within its components.

1.1.10 **F.A.C.**

Florida Administrative Code, which can be viewed at: <https://www.flrules.org/default.asp>

1.1.11 F.S.

Florida Statutes, which can be viewed at: <http://www.leg.state.fl.us/statutes/>

1.1.12 IaaS Design

A provision model in which an organization outsources the equipment used to support operations, including storage, hardware, servers and networking components.

1.1.13 Hybrid cloud

The cloud infrastructure is a composition of two or more clouds (private, community, or public) that remain unique entities but are bound together by standardized or proprietary technology that enables data and application portability (e.g., cloud bursting for load-balancing between clouds).

1.1.14 Invitation to Negotiate

This competitive solicitation. Also referred to herein as “ITN” and “Solicitation.”

1.1.15 Measured Service

Cloud systems automatically control and optimize resource use by leveraging a metering capability at some level of abstraction appropriate to the type of service (e.g., storage, processing, bandwidth, and active user accounts). Resource usage can be monitored, controlled, and reported providing transparency for both the provider and consumer of the utilized service.

1.1.16 On-demand self service

A consumer can unilaterally provision computing capabilities, such as server time and network storage, as needed automatically without requiring human interaction with each service’s provider.

1.1.17 PDC

Primary Data Center. The State of Florida has three primary data centers: 1) Southwood Shared Resource Center, 2) Northwood Shared Resource Center, and 3) Northwest Regional Data Center.

1.1.18 Private Cloud

The cloud infrastructure is operated solely for an organization. It may be managed by the organization or a third party and may exist on premise or off premise.

1.1.19 Provisioning

The process of providing users with access to data and technology resources through automated processes on software and operating system configurations.

1.1.20 Public cloud

The cloud infrastructure is made available to the general public or a large industry group and is owned by an organization selling cloud services.

1.1.21 Resource pooling

The provider’s computing resources are pooled to serve multiple consumers using a multi-tenant model, with different physical and virtual resources dynamically assigned and reassigned according to consumer demand. There is a sense of location independence in

that the customer generally has no control or knowledge over the exact location of the provided resources but may be able to specify location at a higher level of abstraction (e.g., country, state, or datacenter). Examples of resources include storage, processing, memory, network bandwidth, and virtual machines.

1.1.22 Rapid elasticity

Capabilities can be rapidly provisioned, in some cases automatically, to quickly scale out and rapidly released to quickly scale in. To the consumer, the capabilities available for provisioning often appear to be unlimited and can be purchased in any quantity at any time.

1.1.23 Scalability of Solution

The ability of a solution to accommodate increased/decreased volume within the data center.

1.1.24 SSRC (Southwood Shared Resource Center)

The shared use, state-of-the-art primary data center facility owned and operated by The State of Florida, and established as an agency and headed by a Board of Trustees.

1.1.25 State

The State of Florida

1.1.26 VBS

The Vendor Bid System.

*Note: Please see both **Attachments 12 and 13** to this ITN, PUR 1000 and 1001, Sections 1, for other definitions relevant to this ITN.*

1.2 Procurement Background and Overview

The purpose of this ITN is to establish an IaaS, utility-based, capacity-on-demand (dynamic provisioning), on premise “private cloud” computing environment that will allow for timely and cost effective on-demand provisioning of computing resources, with no upfront capital investment by the State. A second goal is to achieve standardization by migrating to IaaS.

The resulting procurement from this ITN will establish a multi-year contract for providing a utility-based computing, capacity-on-demand, on premise, private cloud solution and related services as identified herein (the “Services”). Any resulting contract from this solicitation will be available to all primary data centers for use; however, the Southwood Shared Resource Center (SSRC) is the data center referred to for initial solicitation purposes. The term of the prospective contract will be three (3) years with the option for renewals in accordance with section 287.057 (14)(a.), Florida Statutes (F. S.).

In response to the ITN, each Respondent is expected to propose a solution that meets the needs of the State of Florida as described herein, particularly, Section 4, Scope of Work. It is further expected that the Services will be provided at a significant cost savings when compared to current published prices for like services that the SSRC provides. The SSRC published prices can be seen at the following website: <http://ssrc.myflorida.com/>. No upfront costs will be borne by the State. The State is open to solutions that fit the basic assumptions and basic requirements

that have been outlined in Section 4. Respondents may include leasing, usage-based pricing, and/or other financial models that are consistent with the primary goals of the project.

The process for evaluating and selecting a vendor for the on-premise private cloud service will involve two phases as specified in Section 3.13. The first phase involves evaluation of the replies to the ITN, which will result in the selection of Respondents to proceed to the next phase. In the second phase, Respondents will be asked to provide an on-site presentation / demonstration of the proposed solution. This phase also includes negotiation of a final statement of work, terms and conditions of the contract, including service level requirements to be included in the final service level agreement. The negotiation phase culminates in one or more Respondents receiving a request to submit a best and final offer (BAFO) that will include: (1) revised statement of work; (2) final contract draft; (3) final service level agreement draft; and (4) revised cost and compensation model.

1.3 Procurement Timeline

Listed below are important dates/times by which actions are scheduled to be taken or completed. If the SSRC finds it necessary to update any of the dates/times noted, the SSRC will post an Amendment to the ITN on the Vendor Bid System (“VBS”) as described in Section 3, Special Instructions, below. All times listed below are Eastern Time (ET) in Tallahassee, Florida.

DATE	TIME	ITEM
June 1, 2011		Release of Solicitation
June 8, 2011	5:00 p.m. EST	Questions Due
June 17, 2011		Date Answers to Questions are posted on the Vendor Bid System
July 6, 2011	2:00 p.m. EST	Replies Due/Opening
July 25, 2011		Evaluation of Replies Concluded
July 27, 2011	2:00 p.m. EST	Public meeting of the Evaluation team decision. Posting of Ranking and Intent to Negotiate
August 15, 2011		Negotiations Commence
September 26, 2011	2:00 p.m. EST	Public Meeting for Negotiation Team to make best value recommendation.
October 5, 2011		Anticipated Posting of Intended Award on Vendor Bid System

On or about October 15, 2011		Contract Start
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1.4 Pass/Fail Requirements

Respondent shall complete, have notarized and submit **Attachment 10 - Pass Fail Affidavit requirements**, as part of its reply. The Respondent's **Attachment 10** shall be included in **TAB A** of its Reply.

FAILURE TO COMPLETE AND SUBMIT ATTACHMENT 10 AS PART OF THE ITN REPLY WILL RESULT IN IMMEDIATE REJECTION OF THE RESPONDENT'S REPLY. ANY MODIFICATIONS TO THE PASS / FAIL REQUIREMENTS CONTAINED IN RESPONDENT'S ATTACHMENT 10 WILL BE CONSIDERED MATERIAL AND WILL RESULT IN REJECTION OF THE REPLY.

Attachment 10 requires attestation by the Respondent that:

- 1.4.1 Respondent understands that the State is looking for a solution that requires no upfront investment by the State of Florida;
- 1.4.2 The proposed solution will satisfy the State's requirement that all equipment that composes the on-premise, private cloud solution be housed at a State of Florida Primary Data Center (initially at the Southwood Shared Resource Center located at 2585 Shumard Oak Blvd. Tallahassee, Florida);
- 1.4.3 The proposed solution will satisfy the State's requirements pertaining to compliance as documented in Section 4.6 Compliance Requirements of this ITN;
- 1.4.4 The proposed solution will satisfy the State's requirement that all equipment and all data used or stored by Respondent pursuant to the prospective contract state will reside within the designated Primary Data Center (i.e. the Southwood Shared Resource Center);
- 1.4.5 The proposed solution will satisfy the State's requirement that all data generated, used or stored by Respondent pursuant to the prospective contract state will reside and remain in the United States and will not be transferred outside of the designated Primary Data Center (i.e. Southwood Shared Resource Center);
- 1.4.6 The proposed solution will satisfy the State's requirement that all services provided to the State of Florida under the prospective contract, including call center or other help services, will be performed by persons located in the United States;
- 1.4.7 Respondent has implemented and supported a private cloud solution similar to the one being proposed for an organization with more than 500 servers within the last three (3) years, which has been used for at least six (6) consecutive months by Respondent's customer;
- 1.4.8 It will act as the prime contractor to the Primary Data Center for all services provided under the prospective contract that results from this ITN;
- 1.4.9 Prior to execution of prospective contract, Respondent will deliver to the Primary Data Center's Contract Manager a Performance Bond or Irrevocable Letter of Credit in the

amount equal to the lesser of \$1 million dollars or the average annual price of the contract (averaged from the initial 3 year contract term pricing). The bond or letter of credit will be used to guarantee at least satisfactory performance by Respondent throughout the term of the contract (including renewal years);

1.4.10 Respondent is registered, in the State of Florida's e-procurement system, MyFloridaMarketPlace and with the Department of State, Division of Corporations before execution of the prospective contract. **SEE PUR 1000, SECTION 14.** The 1% MFMP surcharge is detailed in PUR 1000; and

1.4.11 Its proposed solution and all services provided under the prospective contract are/will be compliant with all laws, rules and other authority applicable to providing the Services including but not limited to policies described in Section 4.6.1 of this ITN.

SECTION 2 – PUR 1001 GENERAL INSTRUCTIONS TO RESPONDENTS

See **Attachment 13**, General Instructions to Respondents.

SECTION 3 – SPECIAL INSTRUCTIONS TO RESPONDENTS

This section serves in conjunction with Attachment 13 PUR 1001 General Instructions to Respondents.

3.1 Order of Precedence

All replies are subject to the terms and conditions of this solicitation, which in case of conflict, shall have the following order of precedence listed:

- 3.1.1 Special Instructions to Respondents
- 3.1.2 Special Contract Conditions
- 3.1.3 Scope of Work
- 3.1.4 Price Proposal Form
- 3.1.5 Contract Terms
- 3.1.6 General Instructions to Respondents (PUR 1001)
- 3.1.7 General Conditions (PUR 1000)
- 3.1.8 Introductory Section

3.2 Amendments to the Solicitation Documents

The SSRC will post amendments to the solicitation documents on the VBS under the Department of Management Services' separate subpage (i.e., under the agency drop-down box). The VBS can be accessed at the following internet link: http://www.myflorida.com/apps/vbs/vbs_search_criteria_form, under this ITN title and number. It is the responsibility of all potential Respondents to monitor this site for any new or changing information prior to submitting your reply. No negotiations, decisions, or actions will be initiated or executed by a potential Respondent as a result of any oral discussions with a State employee. Only those communications that are in writing from the SSRC will be considered as a duly authorized expression on behalf of the State.

3.3 Questions

Respondents shall present any questions they have regarding this solicitation in writing to the Procurement Officer identified on the cover sheet of this solicitation. Questions are due from Respondents on or prior to the date and time identified in the Timeline found in Section 1.3 of this ITN. The SSRC will post the answers to the questions on the VBS by the date identified in the Timeline found in Section 1.3 of this solicitation document.

3.4 Alternate Provisions and Conditions

Replies that contain provisions that are contrary to requirements found in section 282.34, Florida Statutes, the General Contract Conditions contained in the PUR 1000 and / or the Special Contract Conditions **are not permitted and will not be negotiated**. If a Respondent has any questions regarding the requirements or terms and conditions of this solicitation, such questions shall be presented in writing to the Procurement Officer and addressed during the question and answer phase of this solicitation. Including alternate provisions or conditions to this solicitation that are not consistent with the primary goals of the on-premise private cloud service may result in the reply being deemed non-responsive to the solicitation. However, as this is an ITN, the SSRC reserves the right to negotiate the best terms and conditions if determined to be in the best interests of the state.

3.5 Special Accommodation

Any person with a qualified disability requiring special accommodations at a public meeting, oral presentation and/or opening shall contact the SSRC Procurement Officer at least five (5) working days prior to the event. If you are hearing or speech impaired, please contact the Contract Manager by using the Florida Relay Services which can be reached at 1 (800) 955-8771 (TDD).

3.6 Confidential, Proprietary, Copyrighted, or Trade Secret Material

The SSRC takes its public records responsibilities as provided under Chapter 119, Florida Statutes and Article I, Section 24 of the Florida Constitution, very seriously. If Respondent considers any portion of the documents, data or records submitted in reply to this solicitation to be confidential, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority, Respondent must also simultaneously provide the SSRC 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 SSRC's solicitation name, number, and the name of the Respondent on the cover, and shall be clearly titled "Redacted Copy." The Redacted Copy shall be provided to the SSRC at the same time Respondent submits its reply to the solicitation and must only exclude or obliterate those exact portions which are claimed confidential, proprietary, or trade secret. The Respondent shall be responsible for defending its determination that the redacted portions of its reply are confidential, trade secret or otherwise not subject to disclosure. Further, Respondent shall protect, defend, and indemnify the SSRC for any and all claims arising from or relating to Respondent's determination that the redacted portions of its reply are confidential, proprietary, trade secret or otherwise not subject to disclosure. If Respondent fails to submit a Redacted Copy with its reply, the SSRC is authorized to produce the entire documents, data or records submitted by Respondent in answer to a public records request for these records.

Copyrighted material will be accepted as part of the reply or a negotiation session only if accompanied by a waiver that will allow the SSRC to make paper and electronic copies necessary for the use of SSRC staff, agents and public record requests. It is noted that copyrighted material is not exempt from the Public Records Law, Chapter 119, Florida Statutes.

3.7 Certification of Drug-Free Workplace Program

The State supports and encourages initiatives to keep the workplaces of Florida's suppliers and Respondents drug-free. Section 287.087, F.S., provides that, where identical tie proposals are received, preference shall be given to a proposal received from a Respondent that certifies it has implemented a drug-free workforce program. If applicable, Respondent shall sign and submit the attached "Certification of Drug-Free Workplace Program" form, Attachment 2, to certify that the Respondent has a drug-free workplace program.

3.8 Diversity

Florida is a state rich in its diversity and is dedicated to fostering the continued development and economic growth of small and minority and women-owned businesses. Participation of a diverse group of Respondents doing business with the State is central to our effort. To this end, it is vital that small and minority and women-owned business enterprises participate in the State's procurement process as both prime Respondents and subcontractors under prime contracts. Small and minority and women-owned businesses are strongly encouraged to submit replies to this solicitation.

3.9 Inapplicable Provisions of PUR 1001 General Instructions for Respondents

The following provisions found in the **Attachment 13**, PUR 1001 are not applicable to this ITN or are amended as provided below:

3.9.1. Section 3. Electronic Submission of Replies

Replies shall be submitted in accordance with Section 3.10.

3.9.2. Section 4. Terms and Conditions

Amended only to the extent the order of precedence of this solicitation is provided in Section 3.1 above.

3.9.3. Section 5. Questions

Questions shall be submitted in accordance with Section 3.3.

3.10 Reply Submittal

Replies shall be prepared simply and economically, providing a straightforward, concise delineation of the contractor's capabilities to satisfy the requirements of this ITN. Fancy bindings, colored displays, and promotional material are not desired. Emphasis in each reply shall be on completeness and clarity of content.

Respondents are responsible for submitting their replies to this ITN to the SSRC Procurement Officer by the date and time specified in Section 1.3 of this solicitation. The SSRC will not consider late replies.

In reply to this ITN, Respondents shall:

3.10.1 Submit the Technical Reply and the Cost Reply in separately sealed packages.

3.10.2 Submit One (1) signed original hardcopy of the Technical reply with six (6) hardcopies, sealed separately from the cost reply.

3.10.3 Submit One (1) signed original hardcopy of the Cost reply with six (6) hardcopies, sealed separately from the technical reply.

3.10.4 If the Respondent believes their technical response contains information that is confidential, trade secret, or otherwise not subject to disclosure, **Submit One (1) redacted electronic version of the Technical Reply, provided on a CD-ROM.** See Section 3.6 above. The information contained on the CD-ROM shall be formatted in such a way that redactions provided on the pages of the electronic document cannot be removed. The reason for this requirement is that in the event the SSRC receives a public records request for this information the SSRC will be able to respond to such request by providing a copy of redacted electronic version of the document(s) provided by the vendor. The SSRC will rely upon vendor submitting the redacted version to ensure the redacted version satisfies this requirement.

3.10.5 Sealed packages to be delivered shall be clearly marked with the solicitation number, company name, the due date and time and which package(s) contains the Technical Reply and Cost Reply.

3.10.6 Submitted hardcopies contained in the sealed packages are to be clearly marked on the front cover of both the original and copies, with the Respondent's company name, solicitation number, and whether it is the Technical or Cost reply.

3.11 Contents

The Reply shall be organized as follows:

TAB A Cover Letter with Contact Information, Executive Summary, Pass Fail Affidavit and Performance Bond / Irrevocable Letter of Credit letter.

TAB A shall contain a cover letter on the Respondent's letterhead with contact information and the name and signature of the person of the representative of the responding organization authorized to legally obligate the Respondent to provide the Services. The cover letter must state that the Respondent agrees to provide the Services as described in the ITN. Also, **TAB A** shall contain an Executive Summary of the Vendor's reply. The Executive Summary will be limited to 3 pages total and will describe the technical solution and proposed financial and operational model the vendor proposes in concise and meaningful manner, including all proposed internal and external sourcing. *No pricing information is to be included in the Executive Summary.*

Further, **TAB A** must also include a letter, signed on or before February 1, 2011, from a surety company or bonding agent authorized to do business in the State of Florida and written on company letterhead, that documents the vendor's present ability to obtain a performance bond or irrevocable letter of credit in the amount of at least \$1 million. **Failure by the vendor to provide this letter with its reply will be considered material and will result in the reply being nonresponsive.**

TAB A shall also include the completed Pass / Fail Requirements Affidavit (Attachment 10 to this ITN) and the Performance Bond / Irrevocable Letter of Credit letter described in Section 7.12 below.

TAB B Experience and Ability to Provide Services.

TAB B shall include the following information:

A. Notarized References.

Using **Attachment 8** to this ITN, Respondents shall provide three (3) references from businesses or government agencies that the Respondent has provided services of similar scope and size to the Services identified in the ITN. **In addition to submitting Attachment 8**, for each reference provided, Respondents shall provide a separate statement from the entity providing the reference that describes in detail the quality of the Services provided by Respondent and how effective Respondent was in meeting its obligations under the contract. References shall pertain to current / ongoing services or those that were completed prior to April 15, 2011. References shall not be given by:

1. Employees of the State of Florida.
2. Persons employed by the State within the past three (3) years.

3. Persons currently or formerly employed or supervised by the Respondent or its affiliates.
4. Board members within the Respondent's organization.
5. Relatives of any of the above.

References shall be signed by the person providing the reference. The Procurement Officer reserves the right to contact the Respondent's references to verify the information was actually provided by the reference and the negotiation team may elect to contact the references to obtain further information regarding the Respondent's performance. In addition, the negotiation team reserves the right to use references other than those provided by the Respondent when making its best value determination.

B. Similar Contracts and Services.

Respondents shall describe all contracts executed in the last five (5) years that are of similar scope and size 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 via this ITN. The listing shall contain the organization name, contact name, address, telephone number and email address of the entity who received the Services from Respondent.

C. Disputes.

Respondents shall identify all contract disputes Respondent (including its affiliates, subcontractors, agents, etc.) has had with any government agency customer within the last five (5) years related to contracts Respondent has where it provides on-premise cloud services on an organizational or enterprise level. The term "contract disputes" means any circumstance involving the performance or non-performance of a contractual obligation that resulted in: (i) identification by the contract customer that Respondent was in default of a duty under the contract; (ii) the issuance of a notice of default or breach; (iii) the institution of any judicial or quasi-judicial action against Respondent as a result of the alleged default or defect in performance; or (iv) the assessment of any fines or liquidated damages under such contracts. Respondents must indicate whether the disputes were resolved and, if so, explain how they were resolved.

D. Ability to Provide Services.

Respondents shall provide a detailed description of the Respondent's ability to meet the primary goals and provide the Services sought via this ITN. Respondent shall identify the team members the Respondent plans to use to provide the solution and services proposed in the Reply. Detail shall be provided as to each identified team member (e.g., years of employment with your organization, roles and responsibilities of team members, their involvement in responding to this ITN, role in providing services via the prospective contract, etc.). Respondent shall also provide the same information for all subcontractors if subcontractors will be used by Respondent to provide the Services.

Respondents shall also include in this TAB a detailed description of: its organization, along with the approach related to the design phase (if applicable); the implementation phase, and the operations and support phase of the proposed solution. This information shall clearly identify all staff functions that will be

provided, including, but not limited to, account management, help desk, technical support, and user provisioning services.

TAB C Description of Solution.

In **TAB C**, Respondent shall describe in detail its understanding of the current state of primary data center environment and processes and also its understanding of the Service objectives sought via this solicitation. As part of its **TAB C** response, the Respondent shall describe in detail its proposed solution to achieve the ITN requirements, including:

- Respondent's proposed approach and financial model (excluding any reference to Respondent's cost proposal);
- All relevant risks and qualitative benefits associated with the proposed solution;
- The specific responsibilities of both the State and the contractor under Respondent's proposed solution;
- All required changes in State agency processes needed to accommodate standardization, consolidation, and/or reduction in customization of proposed solution; and
- A description of Respondent's approach to infrastructure management and refresh to ensure strong future performance.

This section must describe the proposed approach for implementing the proposed solution, transitioning and decommissioning the existing infrastructure in State agencies, and operating the Service to achieve the primary goals of the Service. The detailed description of these implementation and operational services shall be provided in **TAB E**.

Finally, the proposed solution shall be optimized to maximize achievement of the primary goals of the Service. The Respondent shall explain in detail why Respondent believes its proposed solution and approach is, based upon the ITN requirements, best for the State of Florida. **No pricing or cost information is to be included in this section.**

TAB D Architectural Requirements.

Section 4.3 of the ITN identifies the Architectural Requirements the State is seeking through this ITN.

In **TAB D** of its reply, Respondent shall separately list each item contained in Section 4.3 and then describe in detail Respondent's approach to address each item.

TAB E Service Requirements.

Section 4.4 of the ITN and its subsections identifies the implementation and operational service requirements Respondents must provide in their proposed solutions. Section 4.6 identifies laws, rules and policies that the Respondent must address.

In **TAB E** of its reply, the Respondent shall separately list each item contained in the subsections of Sections 4.4, and 4.6, and describe its approach to address each item.

TAB F ATTACHMENT F - Price Sheets for Initial Term and Renewal Years.

Respondent shall complete and submit Attachment 11 - Price Sheets for Initial Term and Renewal Years, and include this attachment in **TAB F** of its reply to the ITN. The price proposal may use any financial approach that is consistent with the goals of the Service. Pricing shall be provided for the initial 3-year contract period as well as the subsequent renewal period(s). Pricing for additional features, capabilities, and services identified in **TAB G** – Additional Features must be provided separately from the base pricing. Attachment 11 – Price Sheet will be scored pursuant to Section 3.13, B. Respondent's completed Renewal Price Sheet shall also be included in TAB F.

Attachment 11 will be provided to Respondents in an electronic version. To obtain an electronic version of Attachment 11, please email the procurement officer identified on the cover of this ITN and request a copy be emailed to you. Respondents are encouraged not to wait until the last moment to request a copy of Attachment 11.

TAB G Additional Features.

In **TAB G** of its reply to the ITN, Respondent is invited to elaborate in this section as to any and all additional features, capabilities, and services that are not specifically addressed in **TABs B – E** of their reply but may be made available via their solution. Respondent shall make sure to describe in detail all additional features, capabilities, or value added services that are included in the additional features section in the Price Sheet.

TAB H Compliance.

The migration of some agencies may require a higher level of security. For those agencies, security requirements can include HIPPA, IRS, CJIS, 71A-1FAC, PCI, etc.

Section 4.6 of the ITN identifies laws, rules, and policies with which the Respondent may be required. If respondent is able to provide additional security as outlined in the ITN, it may be included as part of the proposal.

TAB I Certifications / Forms

Respondents shall complete the following forms and submit to the SSRC in **TAB I**:

- ATTACHMENT 1 – RESPONDENT'S CONTACT INFORMATION**
- ATTACHMENT 2 – CERTIFICATION OF DRUG-FREE WORKPLACE PROGRAM**
- ATTACHMENT 3 – NOTICE OF CONFLICT OF INTEREST**
- ATTACHMENT 4 – NON-COLLUSION AFFIDAVIT**
- ATTACHMENT 5 – STATEMENT OF NO INVOLVEMENT**
- ATTACHMENT 6 – SUBCONTRACTING**
- ATTACHMENT 7 – ADDENDUM / AMENDMENT ACKNOWLEDGEMENT FORM**
- ATTACHMENT 8 - BUSINESS/CORPORATE REFERENCE**

ATTACHMENT 10 – PASS / FAIL AFFIDAVIT

TAB J Supplemental Materials

In **TAB J** of its reply, Respondent will include the information requested / to be verified in sections 4.7 and 7.16 below.

3.12 Resource Library

The SSRC is providing the following link to the SSRC website that may be helpful to Respondents in developing and proposing appropriate solutions, to best meet the needs of the SSRC.

- <http://ssrc.myflorida.com/>

3.13 Reply Evaluation Criteria

An Evaluation Team will be established to review and evaluate replies to this ITN in accordance with the evaluation process described in Section 3.13 below.

A. The Technical Evaluation – (0-150) Points based on the following criteria:

1. Experience and Ability to Provide Services (0 –10 Points).

Evaluation of the Respondent's experience and ability to provide service will be based upon information contained in the entire response, but primarily on the information contained in **Tab B**. Replies will be evaluated using, but will not be limited to, the following considerations:

- 1. Has the Respondent demonstrated via the reply, that they have experience in performing contracts of similar size and scope?*
- 2. How well did the Respondent convey their ability to provide these services?*
- 3. Any issues or concerns noted from the reference questions?*

4. Architectural Requirements (0 – 30 Points).

Evaluation of these requirements will be based upon information contained in **Tab D**. Replies for each functional area below will be evaluated based on how well the solution technically and functionally addresses the requirements described in Section 4.3.

Architectural Area	Points
Dynamic provisioning of service	30
IaaS performance and characteristics	
Scalability of solution	
Scope of software supported	
Ease of Administrative Tasks	
Compatibility and Integration with Existing State Environments	

3. Service Requirements (0 – 60 Points).

Evaluation of these requirements will be based upon information contained in **Tab E**. Each of the Service areas listed below will carry equal weight in determining these points. Replies given for each service area below will be evaluated for reasonableness, thoroughness, and viability in meeting minimum requirements described in Sections 4.4, and 4.5.

Service Areas	Points
System Performance and SLAs	60
Reporting	
Billing and Accounting	
Training	
Disaster Recovery and Backup & Restore	
Help Desk	
Technical Support	
Security and Compliance	
Account Management and Representation	
Migration services	
Termination Processing	
System operations and management	

B. Cost (0 - 50 Points)

The Price Sheet (**TAB F**) will be opened at the conclusion of the Technical Evaluation process as outlined in Section 3.13, and will be scored as follows:

Vendors may provide their entire catalog of services as part of their proposal, but for the purposes of evaluation, sample agency configuration requirements will be used for price comparisons.

3.14 Reply Evaluation and Negotiation Process

As to the Invitation to Negotiate process, Section 287.057(1)(c), F.S., provides in part:

(c) Invitation to negotiate.—The invitation to negotiate is a solicitation used by an agency which is intended to determine the best method for achieving a specific goal or solving a particular problem and identifies one or more responsive vendors with which the agency may negotiate in order to receive the best value.

4. The agency shall evaluate replies against all evaluation criteria set forth in the Invitation to Negotiate in order to establish a competitive range of replies reasonably susceptible of award. The agency may select one or more vendors within the competitive range with which to commence negotiations. After negotiations are conducted, the agency shall award the contract to the responsible and responsive vendor that the agency determines will provide the best value to the State, based on the selection criteria.

Using the evaluation criteria specified above, in accordance with Section 287.057, F.S., in order to establish a competitive range of replies reasonably susceptible of award, the SSRC will evaluate and rank the replies and, at the SSRC's sole discretion, proceed to negotiate with Respondent(s) as follows:

- A.** The highest ranked Respondent(s) will be invited to negotiate a contract, including the prospective compensation models. Respondents are cautioned to propose their best possible offers in their initial reply as failing to do so may result in them to not be selected to proceed to negotiations. If necessary, the SSRC will request revisions to the approach submitted by the top-rated Respondent(s) until it is satisfied that the contract model will serve the State's needs and is determined to provide the best value for the State.
- B.** The SSRC reserves the right to negotiate with any or all responsive and responsible Respondents serially or concurrently, to determine the best-suited solution. The ranking of replies indicates the perceived overall benefits of the proposed solution, but the SSRC retains the discretion to negotiate with other qualified Respondents as deemed appropriate.
- C.** Before award, the SSRC reserves the right to seek clarifications, to request reply revisions, and to request any information deemed necessary for proper evaluation of replies. Respondents that proceed to negotiations will be required to make a presentation / demonstration, and may be required to provide additional references, etc. The SSRC reserves the right to require attendance by particular representatives of the Respondent. Any written summary of presentations or demonstrations provided by the Respondent shall include a list of persons attending on behalf of the Respondent, a copy of the agenda, copies of all visuals or handouts, and shall become part of the Respondent's reply. Failure to provide requested information may result in rejection of the reply.

- D.** As part of the negotiation process, the SSRC may check references provided to obtain independent verification of the information provided in the Reply and to assess the extent of success of the projects associated with those references. The SSRC also reserves the right to contact references not provided by the Respondent. Respondents may be requested to provide additional references. The results of the reference checking may influence the final negotiation and selection of the vendor.
- E.** The focus of the negotiations will be on achieving the solution that provides the best value to the State based upon the selection criteria and satisfies the primary goals of the Service. The selection criteria includes, but is not limited to, the Respondent's demonstrated ability to effectively provide the Services, technical proposal, and price, as they relate to satisfying the primary goals of ITN. The SSRC reserves the right to utilize subject matter experts, subject matter advisors and multi-agency or legislative advisors to assist the negotiation team with establishing the selection criteria. The negotiation process will also include negotiation of the terms and conditions of the contract and service level agreement in accordance with Sections 287.0571 and 287.058, F.S., as applicable to the Services being procured pursuant to this ITN.
- F.** In submitting a reply a Respondent agrees to be bound to the terms of the General and Special Contract Conditions. Proposed solutions and compensation models should assume those terms apply, but the SSRC reserves the right to negotiate different terms and related price adjustments if the SSRC determines that it provides the best value to the State.
- G.** The SSRC reserves the right to reject any and all replies if the SSRC determines such action is in the best interest of the State. The SSRC reserves the right to negotiate concurrently or separately with competing Respondents. The SSRC reserves the right to accept portions of a competing Respondent's reply and merge such portions into one project, including contracting with the entities offering such portions. The SSRC reserves the right to waive minor irregularities in replies.
- H.** At the conclusion of negotiations, the SSRC will issue a written request for best and final offer(s) to one or more of the Respondents with which the negotiation team has conducted negotiations. At a minimum, based upon the negotiation process, the best and final offers must contain:
- A revised Statement of Work;
 - A Service level agreement;
 - All negotiated terms and conditions to be included in final contract; and
 - A final cost offer and compensation model.

The Respondent's best and final offers will be returned to the negotiation team for review. Thereafter the negotiation team will meet in a public meeting to determine which offer constitutes the best value to the state based upon the selection criteria as described in subsection E above. The Negotiation Team's decision will be based whose BAFO the Negotiation Team has determined best meets the primary goals and the needs of all executive branch agencies, and provides the best value.

- I.** As indicated in Section 1.2 above, it is the intent of the SSRC to contract with one or more vendors to provide the Services. This does not preclude use of subcontractors as provided in Section 7.3.

- J. The SSRC does not anticipate reopening negotiations after receiving the BAFOs, but reserves the right to do so if it believes doing so will be in the best interests of the State.

3.15 Disclosure of Reply Contents

All documentation produced as part of this solicitation shall become the exclusive property of the SSRC and may not be removed by the Respondent or its agents. All replies shall become the property of the SSRC and shall not be returned to Respondent. The SSRC shall have the right to use any or all ideas or adaptations of the ideas presented in any reply. Selection or rejection of a reply shall not affect this right.

SECTION 4 – SCOPE OF WORK

4.1 Additional Background

Scope of work related background.

This scope of work is to outline the basic requirements to establish an IaaS, utility-based, capacity-on-demand, on-premise “private cloud” computing environment with the following rough requirements:

- On-premise IaaS solution.
- Private cloud environment
- Capacity-on-demand
- No upfront costs to the State
- System level provisioning
- A lower cost solution than existing equivalent solutions that the SSRC currently provides
- Compliance with State security requirements; such as CJIS, HIPAA, and IRS.

Table 4.1a provides an estimated capacity increase of server images and storage over the next several years for the SSRC. This growth is due to the requirements Data Center Consolidation of State Agencies, pursuant to Section 282, Florida Statutes, increased hosting of services from other Florida governmental entities, and hardware refresh cycles on existing equipment.

It is expected that the initial requirements will be based on the hardware and virtual needs of the first agency expected to use the provided solution on or about November 2011. The details of the initial configuration are outlined in TAB “Initial Server Deployment” of the PRICE SHEET, and pricing will be required for this configuration.

TABLE 4.1a

SSRC Projected Growth by Fiscal Year		
Fiscal Year	Number of Server Images	Number of TB of Storage
2010-2011	1050	425
2011-2012	1600	800
2012-2013	1950	1400
2014-2015	2350	2050
2016-2017	2800	2750

4.2 On-premise, Private Cloud Service Scope of Work

The following table contains general cloud computing characteristics that are expected to be addressed in conjunction with Sections 4.3 and 4.4. The Respondent shall provide their best solution that will meet or otherwise exceed the requirements in the SOW.

TABLE 4.2a

Cloud Characteristic	Definition
(1) <i>On-Demand Self-Service</i>	A consumer can unilaterally provision computing capabilities, such as server time and network storage, as needed automatically without requiring human interaction with each service's provider.
(2) <i>Resource Pooling</i>	The provider's computing resources are pooled to serve all consumers using a multi-tenant model, with different physical and virtual resources dynamically assigned and re-assigned according to consumer demand. Examples of resources include storage, processing, memory, and virtual machines.
(3) <i>Rapid Elasticity</i>	Capabilities can be rapidly and elastically provisioned to quickly scale up and rapidly released to quickly scale down. To the consumer, the capabilities available for provisioning often appear to be infinite and can be purchased in any quantity at any time.
(4) <i>Measured Service</i>	Cloud systems automatically control and optimize resource use by leveraging a metering capability at some level of abstraction appropriate to the type of service (e.g., storage, processing, bandwidth, and active user accounts). Resource usage can be monitored, controlled, and reported providing transparency for both the provider and consumer of the utilized service.
(5) <i>Basis for billing</i>	Capabilities are charged using a metered, fee-for-service utilization model.

4.3 Architectural Requirements

The items listed in this section are expected architectural capabilities. In **TAB E** of its reply, the Respondent shall address each item and identify how the architectural capability will be met with the Respondent's recommended solution. Items are flagged as follows:

Provider will include in their response the following:

4.3.1 Dynamic Provisioning of Service

The respondent shall provide solutions for near real time provisioning of servers, storage, and networking. This provisioning should handle both the creation of new resources, de-allocation of resources, as well as moving and reallocating resources for performance. The respondent should describe allocation and management of both physical and virtual resources. The goal is to improve automation of resource provisioning, and any manual processes should be noted by the respondent. Provisioning APIs may offer the ability for developers to create cloud aware application systems which

can scale on-demand. Describe any processes for managing resource allocation (CPU, memory, disk, and network) with the proposed solution, including reservations, limits, prioritization, and over-subscription

4.3.2 IaaS Performance and Characteristics

The respondent will provide information related to the overall performance of the proposed environment; including system performance throughput, systems features, environmental efficiencies, floor space requirements, and the IaaS characteristics.

4.3.3 Scalability of Solution

The respondent shall explain how quickly the overall capacity of the solution can be scaled up for major migrations; such as, onboarding of a State agency where the solution may not immediately have enough capacity.

4.3.4 Scope of Software Supported

The respondent shall list the software solutions and software versions supported. In addition, list partnerships or agreements that describe the ownership of and the assistance provided in problem resolution with third party vendors. For example, the State of Florida licenses a variety of operating systems and database products. An understanding that these products will be supported to execute on the proposed solution is required as well as an understanding of the extent to which the vendor will react to or assist in the resolution of a complex problem. The respondent also shall describe any included and optional software licensed and supported within the solution (for example anti-virus).

4.3.5 Ease of Administrative Tasks

The proposed solution should include robust administrative user interfaces. The respondent shall describe ease of use and automation of administrative tasks as provided in the proposed solution. Please specifically include a description of the processes and tools available for managing image versions, as well as a description of any API and command line interfaces.

4.3.6 Compatibility and Integration with Existing State Environments

The solution must be able to integrate into the current primary data center environments. The respondent needs to describe how the solution will integrate into the existing environment such as any special networking, power, and cooling requirements. The respondent shall explain how this area will be addressed in their solution. The respondent shall include floor space and power requirements based on the Initial configuration as outlined in TAB "Initial Server Deployment" of the PRICE SHEET, and pricing will be required for this configuration.

4.4 Service Requirements

The items listed in this section are services that must be addressed by the Respondent's solution, which should be optimized to achieve the primary goals of the project. In particular, proposed services solutions should assist the State in minimizing the state investment required to establish, operate, and support the Service.

The Respondent must describe how each item listed in this section will be accomplished, and must identify specific tasks that would need to be performed by the State vs. the contractor under the proposed solution. Of those tasks to be performed by the State, Respondents must indicate which tasks would be performed by the SSRC, and which tasks would be performed by the Provider.

4.4.1 System Performance and SLAs

The proposed solution must, at a minimum, meet the following performance metrics:

- Service Availability: 99.9%, 24X7. (Respondent must define how they calculate this metric)

In reply to this section, Respondents must:

1. Describe all service, system and availability monitoring included with the solution (e.g., service status dashboard and any component monitoring)
2. Describe all performance monitoring included with the solution (e.g., hardware and software performance monitoring tools)
3. Provide examples of all monitoring tools and data which will be accessible by the PDC.
4. Describe your hardware failure resolution time and procedure
5. Describe your software issue response time and resolution procedure
6. Provide a copy of your proposed Service Level Agreement (SLA), and include the minimum performance metrics identified above.

4.4.2 Reporting

The following information represents the minimum reporting requirements:

1. Audit information – includes but not limited to physical access and security logs
2. Describe all performance reporting included with the solution (e.g., hardware and software performance reports)
3. Usage, and performance reporting

Please describe your ability to satisfy the minimum requirements, and any other information you plan to make available with your solution.

4.4.3 Billing and Accounting

4.4.3.1 Support of SSRC's Billing Process (other PDCs may have different billing requirements)

The SSRC does not intend to purchase a new billing system with this procurement. Rather, the SSRC expects to continue invoicing customers utilizing its existing billing system. As such, the SSRC requires the contractor to provide

service usage information with sufficient detail and content to appropriately bill agency customers.

It is expected that the contractor will bill the SSRC for the Services use for all participating entities. The SSRC will then bill each entity for their share of utilization. In order to accomplish this, the State expects the contractor to deliver usage and accounting information sufficient for the SSRC to bill participating entities at the appropriate level.

The contractor will provide or make available detailed billing to the SSRC in an electronic format acceptable to the SSRC. Billing files may be either fixed width, field delimited in a standard file type, **or SSRC may require EDI files in ANSI X12 811 version 4010 format with data down to Level 9 detail.** If the SSRC chooses to use EDI, vendor bears cost for its EDI processing.

Billing data must be suitable for direct import into the SSRC's billing system and shall include, at a minimum, the following fields for each sellable unit or add-on: Account Number, Product Indicator, Billing Period, Start Date, End Date, Full Name, Transaction Date, and Quantity Consumed. These fields have the following meaning:

- Account Number – indicates the unique entity to be billed for service. Note that entities participating in the Service offering may have multiple Account Numbers in order to distribute costs internally to Divisions, Bureaus and Sections.
- Product Indicator – Indicates the Service component being billed
- Billing Period – indicates the month and year that the Service was provided
- Start Date* – identifies the date in which this item was put into service. The start date should not change after service is initially established. A Start Date other than 1st day of a month will indicate partial month billing for the initial service invoicing
- End Date* – indicates the date service was terminated for that sellable unit. If present, data would indicate a partial month is being billed
- Full Name – Indicates the last name, first name and middle initial of the resource owner
- Transaction Date* – date and time this entry was generated
- Quantity Consumed – number of product units consumed during the billing period

* Note that all dates are from midnight – one day is 1/1/2011 00:00 to 1/2/2011 00:00.

Billing data shall be generated on the first day of each month for the Services and sellable units utilized during preceding month. Data must be provided or made available to the SSRC before the close of business on the 5th day of the month (or closest business day to the 5th) to support billing processes and activities within the SSRC. This schedule is subject to change.

The monthly billing statements must be current. Billing in arrears (more than one bill cycle) or in advance is not acceptable and the SSRC will not be obligated to pay unless agreed to in advance. See Section 215.422, F.S.

Billing data must provide sufficient detail to identify service billing to comply with all audit requirements.

At the PDC's request, all billing data will be provided via a secured communication channel.

The Respondent shall describe how it will support the SSRC's customer billing process.

4.4.3.2 Contractor Billing to the State

Contractor will bill the SSRC for all services. The SSRC requires:

- A consolidated bill for payment
- A summary report by Agency\Participating Entity by SSRC account number of the total service bill
- A detailed report summarizing each end-user's charges

The consolidated bill and the reports will contain, at a minimum, unique invoice number, agency name and accounting information identification of service/billable unit being billed, billing period, unit and extended pricing, adjustment information, previous balance and payments received, and total amount due. The contractor shall provide credits for incorrect billing charges, and shall have one (1) billing cycle to confirm the disputed charges and reflect credits. If the credits are not applied within one (1) bill cycle, the SSRC has the right to withhold payment or remove the charges from subsequent contractor bills.

The SSRC shall have a forty-five (45) day period to review, reconcile, and make payment to the Contractor upon receipt of a correct service. The Contractor shall provide credits for incorrect account charges, and shall have one (1) billing cycle to confirm the disputed charges and reflect credits. If the credits are not applied within one (1) bill cycle, the SSRC has the right to withhold payment or remove the charges from subsequent Contractor bills. The Contractor will not bill for any individual portion of the Services until that portion has been accepted by the State.

The Respondent shall describe how it will meet the SSRC's requirements for service invoicing and payment, provide examples of a consolidated bill, and examples of summary and detail service and usage reports.

4.4.4 Training

The Contractor must provide training that: (1) enables PDC staff to fulfill their roles and responsibilities under the Respondent's proposal and (2) facilitates and enables successful migration of existing systems to the new services;

Approaches may include, but are not limited to, the following:

1. Classroom-based instructor-led training
2. Web-based (live or recorded) instructor-led training
3. Knowledge-Transfer and Mentoring activities
4. Documentation

Please describe the training approach for implementation and ongoing operation of the Service, and how the approach will meet State goals in your response.

4.4.5 Disaster Recovery and Backup & Restore

Respondent must provide a solution for backup and recovery that minimizes risk of data loss. Respondent must describe the solution for performing regular backups and the ability to restore data in the event of equipment failure or other mishaps.

Respondents can also describe solutions for disaster recovery and ensuring the continuity of services in the event of a disaster at data centers critical for State of Florida services. It is anticipated that disaster recovery will be contained with State of Florida owned locations (such as between PDCs). Any offsite disaster recovery solutions outside of State of Florida resources will have to adhere to stringent security requirements and reside within the continental United States.

4.4.6 Help Desk

Respondents must provide help desk services that provide but are not limited to the following:

1. Incident detection and recording.
2. Incident classification based on impact and urgency
3. Response times based on incident classification
4. Incident investigation and diagnosis.
5. Multi-tiered troubleshooting and resolution.
6. Incident monitoring, tracking, escalation and closure.
7. Help Desk Availability of 24x7x365

Respondents must describe their approach to:

1. Contact process flow and case resolution.
2. Escalation procedures and communication plan.

4.4.7 Technical Support

The Contractor must provide 24-hour technical support. In reply to this section, Respondents must describe in detail their approach to providing technical support services, including Contractor and State roles and responsibilities for this service. Describe your approach for resolving technical support issues in a timely manner.

4.4.8 Security and Compliance

The State of Florida government data and information are valuable assets to its citizens. The confidentiality, integrity, and availability of those resources must be protected. The Florida Information Technology Resource Security Policies and Standards are documented in Rule 71A-1, F.A.C, are designed to ensure an appropriate level of security for all data and information technology resources.

The Respondent shall describe its security and access controls, and provide specifically:

1. Employee statistics for members of its security team including, but not limited to, the following:

- Total number of employees
 - Associated years of experience
 - Industry certifications (e.g., Certified Information Security Manager, Certified Information Systems Security Professional, Certified Information Security Auditor)
2. Description of controls used to ensure authorized network and system access, monitoring irregular activity and privileged user activity (e.g., system administrators, network administrators), and processes for authenticating helpdesk callers prior to making account changes.
 3. Manner in which you maintain network security that includes network firewall Provisioning, intrusion detection, and regular third party vulnerability assessments.
 4. Description of processes used to protect technology resources from physical and environmental threats including unauthorized physical access..
 5. Description of regularly performed audits that are SAS 70 Type II compliant, including penetration tests.
 6. Description of the implementation of Risk Management, and whether it follows NIST Special Publication 800-37, Revision 1. (Please see Section 7.16 Security Acknowledgement.)

4.4.9 Account Management and Representation

Describe your approach for providing representation for support and relationship management over the life of the contract. Please include the support representation for all sub-contracted services within the Service and any functional or service extensions. Include the total length of contract and time remaining regarding any sub-contracted services and the partnership level as defined by both organizations.

4.4.10 Migration services

The respondent shall offer software or services that enable the PDC to import existing infrastructure into the solution. This should include the migration of existing virtual machines as well as physical servers and associated storage. The respondent shall describe the capabilities and limitations of any self-service tools. The Respondent can also describe consulting services that may be provided for this function.

4.4.11 Termination Requirements

Upon contract termination, regardless of the reason for termination, the Contractor must deliver to the State of Florida all service-related data in a standard electronic format of the State's choosing. In reply to this section, Respondents must describe their approach to transitioning services back to the State or to another Contractor, including delivering all state-owned data back to the State.

4.4.12 System Operations and Management

IaaS management and operations include, but is not limited to, the following tasks.

1. Hardware provisioning, installation, repair, administration, maintenance and monitoring
2. Hypervisor installation, administration, maintenance and monitoring
3. Network and security administration and monitoring up to SSRC LAN demarcation
4. Storage and backup administration and monitoring through the hypervisor layer
5. Provisioning and presentation of all storage up to the OS layer
6. Development, administration and maintenance of all provisioning, installation, management and monitoring tools
7. Performance monitoring and reporting up to the OS layer
8. Security audit, monitoring and reporting up to the OS layer
9. Coordination with PDC Change Management and project management activities
10. Coordination with PDC data center operations and management
11. Detail any additional operations and management services which can be provided beyond the minimums indicated

In keeping with the primary goals of the service - to minimize the State investment required to establish, operate, and support new infrastructure within the PDC, the Respondent shall describe its recommended approach for providing operational and management services related to all items listed above.

4.5 Intentionally left blank.

4.6 Compliance Requirements

Several state and federal laws, rules, and policies are pertinent to the system. Core Compliance Requirements are those in which the Respondent must acknowledge compliance in the Pass/Fail certification form for this ITN. The Other Compliance Requirements dictate the type of information that the solution will be able to accommodate.

4.6.1 Core Compliance Requirements

Following are compliance areas that are required by the State of Florida. The Respondent is required to acknowledge, in the Pass/Fail certification, that it understands compliance requirements in the following areas, and that its solution is compliant with each.

4.6.1.1 Florida Laws and Rules

The Contractor shall be subject to all State of Florida IT Security rules, standards, policies, and reporting requirements for the protection and security

of information technology and data. Describe your ability to comply with the following Florida laws and rules:

1. The agency requirements highlighted in Section 282.318, F.S. [specifically (4) (a) and (4) (c – i)] requiring a designated information security manager, comprehensive risk analysis performed at least every three years, established information security policies and procedures, implemented security controls, periodic internal audits, consideration of security during procurement, employee security awareness efforts, and incident detection and response.

http://archive.flsenate.gov/statutes/index.cfm?App_mode=Display_Statute&Search_String=&URL=0200-0299/0282/Sections/0282.318.html

2. Section 817.5681, F.S., Breach of security concerning confidential personal information in third-party possession; administrative penalties.
(http://www.flsenate.gov/statutes/index.cfm?App_mode=Display_Statute&Search_String=&URL=Ch0817/Sec5681.HTM)
3. Florida Information Technology Resource Security Policies and Standards (Chapter 71A-1, F.A.C.).

4.6.1.2 Accessibility Laws

Section 282.601(1), F.S., states “...state government shall, when developing, competitively procuring, maintaining, or using electronic information or information technology acquired on or after July 1, 2006, ensure that State employees with disabilities have access to and are provided with information and data comparable to the access and use by State employees who are not individuals with disabilities....” The contractor will be compliant with s. 508 of the Rehabilitation Act of 1973, as amended, and 29 U.S.C. s. 794(d), including the regulations set forth under 36 C.F.R. part 1194. Describe your ability to comply with this law.

4.6.2 Other Compliance Requirements

The following are compliance areas that will dictate the type of data the solution will be able to accommodate. The Respondent shall identify whether its solution is compliant with the requirements below and describe its approach for ensuring each compliance area, and any impact associated with each.

4.6.2.1 Health Insurance Portability and Accountability Act (HIPAA)

HIPAA compliance will be required if any HIPAA related data is stored by the solution.

1. Health Insurance Portability and Accountability Act (HIPAA) Security Rule (2003)
2. HIPAA Health Information Technology for Economic and Clinical Health Act (HITECH) (2009)

4.6.2.2 Federal Criminal Justice Information System Policy

Compliance with the Criminal Justice Information Security (CJIS) Security Policy and Security Addendum will be required if any criminal justice information is stored by the solution. Specifically, the contractor will be responsible for compliance with the requirements listed in the table below. Describe your ability to comply with each item listed in the table, along with any impact.

Law/Rule/ Policy		Requirements Category	Requirements	
1	CJIS Policy	Security	Governance	The Solution Provider shall be responsible for the following: a) Ensure no unauthorized individuals or processes have access to solution hardware, software and firmware. b) Identify and document how the equipment is connected to the State system. c) Ensure that personnel security screening procedures are being followed as stated in the CJIS Security Policy. d) Ensure the approved and appropriate security measures are in place and working as expected. e) Support policy compliance and keep the FDLE/CJIS ISO informed of security incidents.
2	CJIS Policy	Security	Security	The Solution Provider shall have documented procedures in place to monitor all CJIS security policies with appropriate points of contact as coordinated with the FDLE/CJIS Information Security Officer. The Solution Provider shall also have procedures in place to delete and/or disable accounts of staff that should no longer have access. This applies to both Solution Provider staff as well as State of Florida staff.
3	CJIS Policy	Security	Security	The Solution provider shall have a written policy for the discipline including dismissal and/or criminal prosecution of the employees who violate the CJIS policy or other security requirements. Authorized employees shall access systems only for the purposes for which they are authorized.
4	CJIS Policy	Security	Security	The Solution Provider shall ensure that security awareness training is provided at least once every two years to all personnel who manage or have access to the system. All new employees who have access to the system and all appropriate IT personnel shall receive security awareness training within one (1) month of their appointment or assignment. Documentation pertaining to the materials used and those employees which receive security awareness training shall be maintained in a current status.
5	CJIS Policy	Security	Security Physical	- The computer site and related infrastructures (e.g., information system servers, associated peripherals, communications equipment, wire closets, patch panels, etc.), must have adequate physical security at all times to protect against any unauthorized access to or viewing of computer devices, access devices, and printed and stored data.

Law/Rule/ Policy		Requirements Category	Requirements
6	CJIS Security Policy	Security	<p>All remote access to the system shall meet the CJIS Security Policy requirements for encryption and advanced authentication specified in the CJIS Security Policy for encryption and advanced authentication.</p> <p>Proposed solution subject to FBI review to determine applicability of advanced authentication requirement.</p>
7	CJIS Security Policy	Security Physical	<p>- All visitors to sensitive areas of Contractor facilities must be escorted at all times by a Contractor employee with clearance. Names of all visitors shall be recorded in a visitor log, to include date and time of visit, name of visitor, purpose of visit, name of person visiting, and date and time of departure. Sensitive areas include anywhere within data center housing equipment that houses or processes FBI CJIS data.</p>
8	CJIS Security Policy	Personnel Background	<p>- To verify identification, state of residency and national fingerprint-based record checks shall be conducted prior to initial employment or assignment for all personnel who have authorized access to any system containing FBI / CJIS data and those who have direct responsibility to configure and maintain computer systems and networks with direct access to systems containing FBI/ CJIS data.</p> <p>FDLE is the CJIS System Agency (CSA) for the State of Florida. The CJ agency maintains the authority to hire and fire staff accessing / maintaining systems containing FBI/CJIS data. This includes the background process needing to be completed by a Criminal justice agency. It also includes review and decision making authority regarding background results and post background subsequent arrest notification.</p> <p>All requests for systems access shall be made as specified by the CJIS Security Officer (CSO). The CSO, or their official designee, is authorized to approve CJIS systems access. All official designees to the CSO shall be from an authorized criminal justice agency.</p> <p>If a felony conviction of any kind exists, the hiring authority in the Solution Provider shall deny systems access. However, the hiring authority in the Interface Agency may ask for a review by the CSO in extenuating circumstances where the severity of the offense and the time that has passed would support a possible variance.</p> <p>If a record of any other kind exists, systems access shall not be granted until the CSO or his/her official designee reviews the matter to determine if systems access is appropriate.</p> <p>If the person appears to be a fugitive or appears to have an arrest history without conviction for a felony or serious misdemeanor, the CSO or his/her official designee shall review the matter to determine if systems access is appropriate.</p>

Law/Rule/ Policy		Requirements Category	Requirements
9	CJIS Security Policy	Personnel Background	<p>- If the CSO or his/her designee determines that CJIS systems access by the person would not be in the public interest, access shall be denied and the person's appointing authority shall be notified in writing of the access denial.</p> <p>Support personnel, contractors, and custodial workers who access computer terminal areas shall be subject to a state of residency and national fingerprint-based record check, unless these individuals are escorted by authorized personnel at all times. "Authorized personnel" are those persons who have passed a state and national fingerprint-based record check and have been granted access.</p>
10	CJIS Security Policy	Media Disposal	<p>When no longer usable, diskettes, tape cartridges, ribbons, hard copies, print-outs, and other similar items used to process CJIS data shall be destroyed by shredding (which must occur before destruction), incineration, or degaussing, considering whichever method is available, appropriate, and cost effective. This list is not all-inclusive. Please see the following link for the SSRC policy that outlines requirements for media sanitation: http://ssrc.myflorida.com/assets/0000/0595/IS120.10_SSRC_Disposition_of_Computer_Equip.pdf</p> <p>IT systems which have processed or stored FBI CJIS data shall not be released from control until the equipment is sanitized and all stored information has been cleared. The sanitization method shall be approved by the CSO.</p>
11	CJIS Security Policy	Media Reuse	<p>IT storage media that will be reused by another entity shall be sanitized. The steps taken to sanitize shall be documented by the Solution Provider following the requirements for media sanitation as outlined in the SSRC procedure. Please see the following link for the SSRC policy: http://ssrc.myflorida.com/assets/0000/0595/IS120.10_SSRC_Disposition_of_Computer_Equip.pdf</p>
12	CJIS Security Policy	Security Incident Response	<p>- The Solution Provider will immediately notify the FDLE CSO if any suspected compromise of the system (including any potential compromise of FBI / CJIS data). The Solution Provider shall notify the FDLE CSO that an intrusion incident might be occurring or has occurred and:</p> <p>a) Document the incident from beginning to end.</p> <p>b) Determine the nature and scope of the incident:</p> <ol style="list-style-type: none"> 1) Look for modifications to system software and configuration files. 2) Look for tools installed by the intruder. 3) Check other local component systems for modification. 4) Check remote component systems for modifications. 5) Notify the affected criminal justice agencies to check for

Law/Rule/ Policy		Requirements Category	Requirements
			<p>systems at other sites that may be involved.</p> <p>c) Resolve the problem and get the system back to normal operations. If an intrusion is in progress, work with FDLE to make a risk-based management decision to either leave the system attached or disconnect from the network.</p>
13	CJIS Security Policy	Private Contractor User Agreements	Private contractors shall be permitted access to FBI CJIS information systems pursuant to an agreement which identifies contractors' purpose and scope of services for the administration of criminal justice. The agreement shall incorporate the CJIS Security Addendum, as referenced, titled 28 CFR 20.33(a)(7). Private contractors who perform the administration of criminal justice shall meet the same certification and training criteria required by governmental agencies performing a similar function and shall be subject to the same extent of audit review as are local agencies.
14	CJIS Security Policy	Availability Recovery	- Each system shall be supported by a well-written contingency plan. The Solution Provider shall routinely review, test, and update their contingency plan to enable vital operations and resources to be restored as quickly as possible and keep system down-time to an absolute minimum, providing reasonable continuity of support if events occur that prevent normal operation. When an intrusion has been detected and causes significant damage to a computer system, the contingency plan should allow for the disinfection, repair, and/or upgrade of the system to be restored as quickly as possible.
15	CJIS Security Policy	Security Electronic	- The Solution Provider must designate an Information Security Officer (ISO) to ensure compliance with CJIS Security Policy and the Security Addendum. The Solution Provider shall establish procedures for documenting, maintaining, and updating network configurations and shall distribute these procedures and any changes to the FDLE's CSO. The Solution Providers' ISO shall ensure that a complete topological drawing which depicts the interconnectivity to any other networks is maintained in a current status. This topological drawing shall include the following: a) All communications paths, circuits, and other components used for the interconnection, beginning with the organization-owned system(s) and traversing through all interconnected systems to the organization end-point. b) The logical location of all components (e.g., firewalls, routers, switches, hubs, servers, encryption devices, and computer workstations). Individual workstations (clients) do not have to be shown. An annotation of the number of clients is sufficient. c) The words "FOR OFFICIAL USE ONLY" shall appear near the bottom of the page containing the drawing. Records of wireless device identification (ID) numbers and contact

Law/Rule/ Policy		Requirements Category	Requirements
			numbers of commercial wireless providers shall also be maintained to allow for deactivation of lost or stolen devices.
17	CJIS Security Policy	Security Electronic	<p>- Any component of the system accessed via the Internet, wireless, or dial-in connection from a remote location, shall use, at a minimum any combination of security tools that provide approved encryption and advanced authentication as defined in the CJIS Security Policy.</p> <p>The Solution Provider shall support a minimum of 128-bit encryption which has been certified by the NIST or Canada's Communications Establishment (CSE) to ensure that cryptographic modules meet FIPS Publication 140-2 for "Security Requirements for Cryptographic Modules."</p> <p>Proposed solution subject to FBI review to determine applicability of advanced authentication requirement.</p>
18	CJIS Security Policy	Security Electronic	<p>- A unique identification shall be required for all persons who administer and maintain the system(s) and/or networks. The unique identification can take the form of a full name, badge number, serial number or other unique alphanumeric identifier. Organizations shall require users to identify themselves uniquely before the user is allowed to perform any actions on the system. Organizations shall ensure that all user IDs belong to currently authorized users. Identification data shall be kept current by adding new users and disabling former users</p>
19	CJIS Security Policy	Security Electronic	<p>- The Solution Provider shall ensure the following secure password attributes:</p> <ul style="list-style-type: none"> a) Passwords shall be a minimum length of eight (8) characters b) Passwords shall not be a dictionary word or proper name. c) Passwords and the Userid shall not be the same. d) Passwords shall be changed within a maximum of every 90 days. e) Prevent password reuse of the last ten (10) passwords. f) Passwords shall not be transmitted in clear text.
20	CJIS Security Policy	Security Electronic	<p>- The network infrastructure shall control the flow of information between interconnected systems. Information flow security controls regulates where information is allowed to travel within an information system and between information systems (as opposed to who is allowed to access the information) and without explicit regard to subsequent accesses to that information. In other words, controlling how data moves from one place to the next in a secure manner.</p> <p>Specific examples of flow control enforcement can be found in boundary protection devices (e.g., proxies, gateways, guards, encrypted tunnels, firewalls, and routers that employ rule sets .or established configuration settings that restrict information system services or provide a packet filtering capability.</p>

Law/Rule/ Policy		Requirements Category	Requirements
21	CJIS Security Policy	Security Electronic	<p>- The Solution Provider shall develop and maintain security documentation to address access control. Access control enforces authorization, which is the granting of rights, by the owner, or controller of a resource, for others to access that resource.</p> <p>The Solution Provider shall enforce a limit of no more than 5 consecutive invalid access attempts by a user. The system shall automatically lock the account/node for a minimum 10 minute time period unless unlocked by a system administrator.</p> <p>The system shall enforce the most restrictive set of rights/privileges or access needed by users for the performance of specified tasks. The Solution Provider shall implement least privilege based on specific duties, operations and/or information systems as necessary to mitigate risk to FBI / CJIS data.</p>
22	CJIS Security Policy	Operation Communications	<p>- The Solution Provider must ensure that all public network segments must be protected by encryption standards that are stated in the CJIS security policy when passing FBI CJIS Data.</p> <p>A “public network” segment for CJIS purposes is defined as a telecommunications infrastructure consisting of network components that are not owned, operated, and managed solely by a criminal justice agency, i.e., a telecommunications infrastructure which supports a variety of users other than criminal justice or law enforcement. Examples of public networks/segments include, but are not limited to: dial-up and Internet connections, Asynchronous Transfer Mode (ATM) clouds, Frame Relay clouds, wireless networks, wireless links, and cellular telephones.</p>
23	CJIS Security Policy	Operation Connectivity	<p>- All wireless devices communicating through public networks must employ, at a minimum, a personal/software based firewall where commercially available by more than one vendor. This would include all devices used to manage, administer or monitor systems that access FBI / CJIS Data.</p> <p>A personal Firewall is defined for CJIS Security Policy purposes only as a firewall that can operate with only one network interface on a personal computer, or other handheld computing device. The handheld devices referenced here shall included Personal Digital Assistants (PDAs), Personal Electronic Devices (PEDs), cell phones, smart phones, and other multifunction handheld devices.</p> <p>A personal firewall must meet requirements listed in a) or b) below.</p> <p>a) Any personal firewall certified by one of the following:</p> <ol style="list-style-type: none"> 1) NIST Common Criteria Evaluation and Validation (as reported on the web page at http://www.niap-cc-evs.org/cc-scheme/). 2) ICSA Labs Certified - tested and verified by ICSA Labs, a consortium of vendors.

	Law/Rule/ Policy	Requirements Category	Requirements
			<p>3) Checkmark certified - tested and verified by Western Information Labs, a consortium of vendors.</p> <p>b) An "uncertified" personal firewall providing all of the following services:</p> <ol style="list-style-type: none"> 1) Manage program access to the Internet. 2) Block unsolicited requests to connect to the PC. 3) Filter Incoming traffic by IP address or protocol. 4) Filter Incoming traffic by destination ports. 5) Filter outgoing traffic by IP address, protocol, source and destination ports. 6) Maintain an IP traffic log.
24	CJIS Security Policy	Operation Connectivity -	<p>a) Solution Provider networks in which some terminals, and/or access devices have access to the system that may contain FBI/CJIS data and/or Internet access (e.g., peer to peer relationships, large mainframes and servers that house web sites) shall be protected by network firewall type devices. These devices shall implement a minimum firewall profile in order to provide a point of defense and a controlled and audited access to servers, both from inside and outside the CJIS networks.</p> <p>b) Network firewall architectures shall prevent unauthorized access to CJIS data and all network components providing access to FBI CJIS data, either directly or indirectly through connections to other networks. Network firewall policies shall be concerned with securing the total site. This must include all forms of access, wireless, dial in, off site, Internet access, and others.</p> <p>c) Network firewall operating system builds shall be based upon minimal feature sets. (It is extremely important that all unnecessary operating system features are removed from the build prior to network firewall implementation, especially compilers.) All unused networking protocols shall be removed from the network firewall operating system build.</p> <p>d) Any appropriate operating system patches shall be applied before any installation of network firewall components, and procedures shall be developed to ensure that the network firewall patches remain current while the network firewall retains its statefulness.</p> <p>e) All unused network services or applications shall be removed or disabled. Only network services that are required shall be permitted through the network firewall. Allowed services shall be documented as to the Service allowed, the description of service, and the business requirement for service.</p> <p>f) All unused user or system accounts shall be disabled.</p> <p>g) All default vendor accounts shall have the passwords changed prior to the network firewall going on line.</p> <p>h) Unused physical network interfaces shall be disabled or removed from the server chassis.</p> <p>i) Only network firewalls employing multiple network interfaces (a.k.a. dual homed) are permitted. A network firewall having less than two network interfaces or otherwise conducting inbound and outbound traffic on a single network line shall not be permitted.</p>

Law/Rule/ Policy		Requirements Category	Requirements
			<p>j) A network firewall implementation shall not reside on a shared server platform offering general network file and print services to a user community.</p> <p>k) All network firewalls shall be backed up immediately prior to production release. (As a general principle, all network firewall backups should be full backups as there is no real requirement or need for incremental backups.)</p>
25	CJIS Security Policy	Governance	The Solution Provider will need to give direct access to the State of Florida CSA (FDLE), the designated Oversight CJ Entity, and the FBI to the network and CJIS Information Systems managed for Auditing of Compliance to the CJIS Security Policy. This includes testing for penetration of the Solution Providers' networks and overall compliance based on the executed agreements. The Solution Provider shall allow FDLE (as CSA) to conduct security audits for operational systems at least once every three (3) years. The Solution Provider shall establish an audit trail capable of monitoring successful and unsuccessful log on attempts; file access, type of transaction, and password changes. All audit trail files shall be protected to prevent unauthorized changes or destruction.
26	CJIS Security Policy 7.15	Operation - Connectivity	The Solution Provider shall protect all Solution Provider information technology systems with connectivity to the system by employing virus protection software. This includes personal computers.
27	CJIS Security Policy 8.2 - 8.3	Policy and Procedures	FDLE and FBI CJIS data can only be accessed and disseminated for an authorized purpose. CJIS systems data is sensitive information and security shall be afforded to prevent any unauthorized access, use or dissemination of the information. Improper access, use and/or dissemination of FBI CJIS data is serious and may result in the imposition of administrative sanctions including, but not limited to, termination of services and state and federal criminal penalties.
28	Federal Reg. 28 CFR (part 20) National Crime Prevention and Privacy Compact Act of 1999 (Public Law 105-251) FBI's CJIS Security Policy Florida Statute 943.054	Governance	Federal Regulations 28 CFR (part 20), the National Crime Prevention and Privacy Compact Act of 1999 (Public Law 105-251), the FBI's CJIS Security Policy, the Florida Statute 943.054, prohibits sharing criminal justice information with non-governmental agencies. The Solution Provider has no authority to release any information or give access to information in the system.
29	28 C.F.R. § 23.20	Security	<p>The Solution Provider must store information in the system in a manner such that it cannot be modified, destroyed, accessed, or purged without authorization.</p> <p>The Solution Provider must institute procedures to protect the</p>

	Law/Rule/ Policy	Requirements Category	Requirements
			system from unauthorized access and sabotage.
30	CJIS Security Policy 6.6	Policy and Procedures	Private vendors which, under contract with the User, are permitted access to information systems that process FBI / CJIS data, shall abide by all aspects of the FBI CJIS Security Addendum. The contract between the State and the vendor will incorporate the Security Addendum to ensure adequate security of FBI / CJIS data. FDLE will maintain the Security Addendum Certification form for each member of the Solution Provider staff with access to information systems that process FBI / CJIS data. Private vendors permitted such access should be aware of the provisions of s. 817.5681, F.S., regarding breach of security of personal information. Utilization of a State Privatized (non Governmental Data Center) must adopt the policy components of the FBI CJIS Security Policy DOJ Security Addendum in regards to all aspects of the access of system containing FBI/CJIS . Separate data centers participating within the State's Primary Data Centers would have to individually adhere to the CJIS Security Policy guidelines for all Criminal Justice entities they support.
31	CJIS Security Policy Sec 6.4 & 8.2.1	Security Physical -	Data backup media must be stored in a secure, off-site location that is only accessible to authorized personnel.
32	CJIS Security Policy CJISD-ITS-DOC-081140-4.5	Policy and Procedures	The Solution Provider must comply with all current and future versions of the CJIS Security Policy and the Security Addendum.

4.6.2.3 Florida Statutes and Florida Department of Law Enforcement Policies Related to Criminal Justice Information

Compliance with the Florida Statutes, CJIS requirements and Florida Department of Law Enforcement (FDLE) policies will be required if any FDLE data is sent, received, or stored by the solution. Specifically, the contractor will be responsible for compliance with the requirements listed in the table below. Describe your ability to comply with each item listed in the table, along with any impact.

	Law/Rule/ Policy	Requirements Category	Requirements
1	FS 119 FS 775.021 FS 790.065 FS 874.09 FS 937.022	Governance	FDLE houses and processes information that may be considered sensitive and is exempt from Public/Unauthorized disclosure. Under State or Federal Law this information must be protected from unauthorized access and dissemination.

	Law/Rule/ Policy	Requirements Category	Requirements
	FS 943.032 FS 943.0321 FS 943.325 FS 943.0435 FS 943.053 FS 943.057 FS 9430585 (4)		
2	FS 943.0311	Security	Any building housing a system containing Criminal Justice data should be identified by the state as a critical infrastructure and have a vulnerability assessment conducted by the FDLE Office of Domestic Security.
3	FS 943.055	Audit	The Solution Provider's facilities and systems shall be subject to audits by the FDLE Criminal Justice Information Program to assure compliance with federal laws and regulations, Chapter 943.055, F.S., and rules of the Department of Law Enforcement pertaining to the establishment, operation, security, and maintenance of criminal justice information systems inclusive of systems that might be used to house and transport such data. These facilities and systems are also subject to periodic FBI audits. <i>(These inspections will be in partnership with the CJA, where applicable, and could include technical as well as physical security inspections.)</i>
4	FDLE Policy and Procedures 3.1	Personnel Background -	<p>In addition to the CJIS Security Policy requirement for a Criminal History Check, the Solution Provider's staff will be required to complete a background process that is the equivalent to FDLE's background process. This will consist of completing an application and related checks that meets the Florida Department of Law Enforcement (FDLE) background requirements. This will apply to all Service Provider employees, contractors, custodial workers, etc. which may have access to all secure facilities containing FDLE data and systems.</p> <p>Background checks will include the following:</p> <ul style="list-style-type: none"> - FCIC/NCIC History/Wanted; - FDLE Indices; - Driver License; - Automated Database; - Credit History; - Employment Verification; - Birth & Citizenship Verification; - FBI Fingerprint; - Local LE Record; - State Attorney's Office Inquiry; - Local & State - Civil & Criminal Court Inquiries; - PACER - Federal Civil & Criminal Court Inquiries; - Drug Screen; - and Three Personal References. <p>A preliminary background investigation must be completed prior to authorized access to data systems and/or commencement of any contract work. Final authorization will be contingent upon the completion of the background</p>

	Law/Rule/ Policy	Requirements Category	Requirements
			investigation. Adjudication for the successful completion of a background shall rest with a designated law enforcement agency. The cost for this shall be borne by the Solution Provider.
5	F.A.C. - Section 111-1.011	Personnel Background -	Service Provider employees may be required to undergo drug testing upon reasonable suspicion of illegal use of controlled substances or other drugs, to determine fitness for duty, to investigate unlawful drug use, or as otherwise authorized by law. Follow-up drug testing may be required of any employee as allowed by law.

4.7 Expected Contract Deliverables

The Contractor will be expected to provide to the SSRC the following minimum deliverables under the contract. As to each item identified below, please describe your ability to satisfy the minimum requirements for these deliverables, and provide any other information you plan to make available with your solution. This information will be contained in **TAB J** of Respondent's Reply.

A. Master Project Plan, including:

1. Solution Implementation – This project plan will identify all tasks necessary for implementing and configuring the enterprise solution to meet the State's goals and needs. It will include a timeline for implementation, a work breakdown structure with roles and assignments, and identified risks that need to be managed.
2. Agency Migration of data to the new solution – This project plan will take into consideration the phases outlined in the statute describing agency migration to the new solution. It must also allow for adjustments to be made in the migration schedule. This plan will include a timeline for accomplishing migrations, a plan for decommissioning old systems, a work breakdown structure with roles and assignments, and identified risks that need to be managed.
3. Operational Work Plan (charter, WBS, schedule, spending plan, project organization, business process change management plan, risk management plan, capacity plan)
4. Project Status Reports (schedule, milestones and deliverables, scope, budget, spending, major risks and issues)

B. Issues Tracking List – The contractor will maintain an updated and working issues list that will identify outstanding implementation, operation and support issues and track resolution.

C. Training Plan – The contractor will provide a comprehensive training plan that will address steps for engaging and performing both initial and ongoing training for each

agency. Individual agency plans will be established that will address the unique training needs of each agency.

- D. Operational Service Plan** – The contractor will establish an operational service plan that will outline recurring operational activities. This will include recurring timelines, roles and responsibilities, operational activity descriptions.
- E. Reports** – See Section 4.4.2.
- F. Detailed Electronic Billing File** – As described in Section 4.4.3.

Note: Additional deliverables may be determined and defined based on the solution provided and discussed during the negotiation process and/or contract development. Please see example deliverables **Attachment 14**.

SECTION 5 – PRICING

Due to economic and budget conditions, the State requires pricing that includes no upfront investment. Statute requires Respondents to provide 3-year lifecycle-based pricing based on the cost per given received service per month for the initial 3-year contract term, and any subsequent renewal period(s). Pricing must include delivery of all architectural and service requirements specified in this ITN, as well as all features, functions, and services included in the proposed solution.

Respondents shall use Attachment 11 – Price Sheet to provide their pricing reply.

SECTION 6 – GENERAL CONTRACT CONDITIONS (PUR 1000)

See **Attachment 12**, General Contract Conditions.

SECTION 7 – SPECIAL CONTRACT CONDITIONS

7.1 Term and Renewal

The Term of the Contract will be three(3) years with the option for the SSRC to renew the contract for up to five (3) additional years.

7.2 Background Check

The SSRC will require the Contractor to have background checks in accordance with the CJIS Policy requirements as described in Section 4.6.3. The contractor is responsible for payment. Per Chapter 435.09 and Chapter 110.1127, F.S., employee security checks are exempt from Chapter 119, F.S.

7.3 Subcontracting

The Contractor shall be fully responsible for all work performed under the contract resulting from this solicitation including but not limited to planning, managing, implementing, operation, supporting, and warranties if applicable. If the Contractor needs to subcontract for any services (other than those already outlined in its reply) the Contractor shall submit a written request to the SSRC's Contract Manager. The written request shall include, but is not limited to, the following:

- 7.3.1** The name, address and other information identifying the subcontractor;
- 7.3.2** A description of the component/type of services to be performed by the subcontractor and why the contractor is unable to perform this service;
- 7.3.3** Time of performance of the identified service;
- 7.3.4** How the Contractor plans to monitor the subcontractor's performance of the identified services;
- 7.3.5** Certification by the Contractor that the subcontractor has all licenses and/or has satisfied all legal requirements to provide the Services to the SSRC. Also, the Contractor shall certify that the subcontractor is approved by the Florida Department of State to transact business in the State of Florida;
- 7.3.6** Certification by the Contractor that the subcontractor has successfully engaged in the identified business for a specified period of time, has successfully completed work comparable in scope and specification to that required by the resultant contract, and is qualified both technically and financially to perform services via a subcontract.
- 7.3.7** A copy of the written subcontract agreement; and
- 7.3.8** Acknowledgement from the subcontractor of the Contractor's contractual obligation to the SSRC and that subcontractor agrees to comply with all terms and conditions of the resulting contract. This includes but not limited to Attachment 12, PUR 1000 General Contract Conditions, Section 35, Insurance Requirements.

All subcontractors must be approved in writing by the SSRC contract manager before the subcontractor is authorized to subcontract.

The Contractor is solely responsible for insuring that the subcontractor performs as specified in the resultant contract. The Contractor's use of a subcontractor not identified in its reply or approved by the SSRC's Contract Manager as provided above shall constitute a breach of Contract. During the term of the resultant Contract, and subject to prior written approval of the SSRC's Contract Manager (i.e., approval before services are provided by a subcontractor), subcontractors may be substituted or added.

7.4 Failure to Meet Performance Expectations / Contract Requirements

Performance expectations as outlined in section 4.4.1 of this ITN require 99.9% availability of the service. Failure to meet this requirement will result in the following penalties:

Monthly Uptime Percentage	Days of Service Credit
Less the 99.9% - >= 99.0%	6
Less than 99.0% - >= 95.0%	14
Less than 95.0%	30

Service credits shall be applied as liquidated damages against the following month of service cost.

Failure to comply with state security and compliance requirements of this ITN may be subject to proceeding in accordance with Rule 60A-1.006, F.A.C.

7.5 Default

Failure to adhere to contract terms and conditions may be handled in accordance with Rule 60A-1.006, F.A.C. The SSRC may take any other actions deemed necessary and appropriate to make the State whole in the event of such default.

7.6 Contract Expiration (Responsibilities of Contractor)

At termination of the contact resulting from this procurement, regardless of the reason for termination, the contractor will return all data owned by the State of Florida in a standard electronic format of the State's choosing. This shall be done no later than 30 days after termination of the contract. Once all data has been returned and accepted by the State, the contractor shall erase, destroy, and render unrecoverable all State owned data and certify in writing that these actions have been completed and that destruction has been performed according to National Institute of Standards, Special Publication 800-88, "Guidelines for Media Sanitization" (2006). This shall be done within 14 days of acceptance of the data by the State of Florida.

7.7 Compliance with Laws

The Contractor shall 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. By way of non-exhaustive example, Chapter 287, F.S., and Rule 60A-1, F.A.C., governs the Contract. By way of further non-exhaustive example, the Contractor shall comply with Section 247A(e) of the Immigration and Nationalization Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Violation of such laws shall be grounds for Contract termination.

7.8 Geographic Location of Data and Services

The State requires that all data generated, used or stored by Contractor pursuant to the prospective contract state will reside and remain in the continental U.S. and will not be transferred outside of the continental U.S. The State also requires that all services provided to the State of Florida under the prospective contract, including call center or other help services, will be performed by persons located in the continental U.S.

7.9 Ownership of Data

All data, including but not limited to, configuration, application data, etc., created and stored by the vendor in performance of the contract associated with procurement is the property of the State of Florida. As such, the Contractor must obtain permission from the State of Florida to access, use, transfer, or view any of this data.

7.10 Inapplicable Provisions of PUR 1000 General Conditions

The following provisions found in the **Attachment 12**, PUR 1000 are not applicable to this ITN or are amended as provided below:

7.10.1 Section 2. Purchase Orders;

7.10.2 Section 4. Price Changes Applicable only to Term Contracts, is hereby amended to remove subsection (b), Best Pricing Offer.

7.10.3 Section 27. Purchase Order Duration

7.11 Intellectual Property

The parties do not anticipate that any intellectual property will be created as a result of this contract. However, in such case as it is created, any intellectual property is subject to following provisions:

7.11.1 Anything by whatsoever designation it may be known, that is produced by, or developed in connection with, this Contract shall become the exclusive property of the of the State of Florida and may be copyrighted, patented, or otherwise restricted as provided by Florida or federal law. Neither the Contractor nor any individual employed under this Contract shall have any proprietary interest in the product.

7.11.2 With respect to each Deliverable that constitutes a work of authorship within the subject matter and scope of U.S. Copyright Law, 17 U.S.C. Sections 102-105, such work shall be a "work for hire" as defined in 17 U.S.C. Section 101 and all copyrights subsisting in such work for hire shall be owned exclusively by the SSRC on behalf the State of Florida.

7.11.3 In the event it is determined as a matter of law that any such work is not a "work for hire", Contractor shall immediately assign to the State of Florida all copyrights subsisting therein for the consideration set forth in the Contract and with no additional compensation.

7.11.4 The foregoing shall not apply to any preexisting software, or other work of authorship used by Contractor, to create a Deliverable but which exists as a work independently of the Deliverable, unless the preexisting software or work was developed by Contractor pursuant to a previous Contract with the SSRC or a purchase by the SSRC under a State Term Contract.

7.11.5 The SSRC shall have full and complete ownership of all software developed pursuant to the Contract including without limitation:

- a. The written source code;
- b. The source code files;
- c. The executable code;
- d. The executable code files;
- e. The data dictionary;
- f. The data flow diagram;
- g. The work flow diagram;
- h. The entity relationship diagram; and
- i. All other documentation needed to enable the SSRC to support, recreate, revise, repair, or otherwise make use of the software.

7.12 Performance Bond / Irrevocable Letter of Credit

As provided in Section 1.4.8, the Contractor will be required furnish a performance bond or irrevocable letter of credit for the faithful performance of work under the Contract. The performance bond or irrevocable letter of credit will be executed and furnished to the SSRC prior to contract execution and no later than ten (10) days after the ending date of the period for posting the intended award decision, unless the SSRC extends the time period in writing.

In **TAB A** of their Reply, the vendor must also submit a current letter from a surety company or bonding agent authorized to do business in the State of Florida and written on company letterhead, to document the vendor's present ability to obtain a performance bond or irrevocable letter of credit in the amount of at least \$1 million. **Failure by the vendor to provide this letter with its reply will be considered material and will result in the reply being nonresponsive.**

7.13 Warranty

Contractor warrants that all products furnished under the Contract shall be free of defective material and workmanship, and shall otherwise perform in accordance with required performance criteria, for the duration of the contract. Warranty repairs shall be completed within the time specified in any service level agreements.

7.14 Intentionally left blank

7.15 Intentionally left blank

7.16 Security Acknowledgement

Respondent Acknowledgement – In **TAB J** of Respondent's Reply, please acknowledge acceptance of contract language:

7.16.1 Prohibiting the exposure of any State of Florida data without prior approval from the State of Florida primary contact;

7.16.2 Prohibiting the access of any State of Florida data without the prior approval from the State of Florida primary contact;

7.16.3 Granting the State of Florida ability to conduct or use a third party to conduct security assessments to verify compliance with security requirements;

- 7.16.4 Requiring the identification of one Information Security Manager who will be primary contact with the State of Florida Office of Information Security relative to information security;
- 7.16.5 Stating ownership of State of Florida data will remain with State of Florida;
- 7.16.6 That Respondent will not use or redistribute any State of Florida information processed, stored, or transmitted by the contractor except as specified in the contract;
- 7.16.7 That at no time will State data be processed on or transferred to any portable or laptop computing device or any portable storage medium by the contractor unless that device or storage medium is in use as part of the contractor's designated backup and recovery processes;
- 7.16.8 That at contract termination, all State data will be returned to the State of Florida in a usable format to be agreed upon by the State and contractor; and
- 7.16.9 That at contract termination, after all termination requirements have been met, contractor shall erase, destroy, and render unrecoverable all State data and certify in writing that these actions have been completed within specified contract timeframes and that destruction will be performed according to National Institute of Standards, Special Publication 800-88, "Guidelines for Media Sanitization" (2006) - see <http://csrc.nist.gov/>.

7.17 Contract Management

7.17.1 Contract Administrator

The Contract Administrator is the employee who is primarily responsible for maintaining this Contract. As of the effective date, the Contract Administrator shall be as follows:

William Zimmerman
Southwood Shared Resource Center
2585 Shumard Oak Blvd.
Tallahassee, FL 32399-0950
Telephone: (850) 921-3071
Email: william.zimmerman@ssrc.myflorida.com

The SSRC may appoint a different Contract Administrator, which shall not constitute an amendment to the Contract, by sending notice to Contractor. Any communication to the SSRC relating to the Contract shall be addressed to the Contract Administrator.

7.17.2 Contract Manager

The Contract Manager is the SSRC employee who is primarily responsible for overseeing the Respondent's performance of its duties and obligations pursuant to the terms of this Contract. The Contract Manager shall be as follows:

John A. Morden
Southwood Shared Resource Center
2585 Shumard Oak Blvd.
Tallahassee, Fl. 32399-0950
Phone:(850) 488-5236
Email: john.morden@ssrc.myflorida.com

The SSRC may appoint a different Contract Manager, which shall not constitute an amendment to the Contract, by sending notice to Contractor. Any communication to the SSRC relating to the Contract shall be addressed to the Contract Manager.

7.18 Cooperative Purchasing

As provided in Section 43 of the PUR 1000, it is the intent of the SSRC that other entities be permitted to make purchases from the prospective contract at the terms and conditions contained in the contract. Please review this section for more information regarding Cooperative Purchasing.

7.19 Transaction Fee

All payments made under the prospective contract will be assessed a transaction fee as provided in this Section 14 of the PUR 1000. Please review this section for more information regarding the Transaction Fee.

7.20 Preferred Pricing

The Contractor agrees to submit to Customer at least annually an affidavit from an authorized representative attesting that the Contractor is in compliance with the preferred pricing provision in Section 4(b) of form PUR 1000.

SECTION 8 – FORMS INSTRUCTION AND INFORMATION

The Attachments listed below shall be completed and returned in accordance with **Section 3.11**.

ATTACHMENT 1 – RESPONDENT’S CONTACT INFORMATION

ATTACHMENT 2– CERTIFICATION OF DRUG-FREE WORKPLACE PROGRAM

ATTACHMENT 3– NOTICE OF CONFLICT OF INTEREST

ATTACHMENT 4 – NON-COLLUSION AFFIDAVIT

ATTACHMENT 5 – STATEMENT OF NO INVOLVEMENT

ATTACHMENT 6 – SUBCONTRACTING

ATTACHMENT 7 – ADDENDUM / AMENDMENT ACKNOWLEDGEMENT FORM

ATTACHMENT 8 - BUSINESS/CORPORATE REFERENCE

ATTACHMENT 10 – PASS / FAIL AFFIDAVIT

ATTACHMENT 1 – RESPONDENT’S CONTACT INFORMATION

The Respondent shall identify the contact information as described below.

For solicitation purposes, the Respondent’s contact person shall be:

For contractual purposes, should the Respondent be awarded, the contact person shall be:

Name	_____	_____
Title	_____	_____
Address	_____	_____
	_____	_____
Telephone	_____	_____
Fax	_____	_____
E-mail	_____	_____

ATTACHMENT 2 - CERTIFICATION OF DRUG-FREE WORKPLACE PROGRAM

Section 287.087 of the Florida Statutes provides that, where identical tie replies are received, preference shall be given to a reply received from a Respondent that certifies it has implemented a drug-free workforce program. Please sign below and return this form to certify that your business has a drug-free workplace program, under which you must do each of the following.

- 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, the 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 Solicitation a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees, as a condition of working on the commodities or contractual services that are under Solicitation, 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 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. False statements are punishable at law.

Respondent's Name: _____

By: _____
Authorized Signature Print Name and Title

PUR-7009 (04/02)

ATTACHMENT 3 - NOTICE OF CONFLICT OF INTEREST

Company or Entity Name _____

For the purpose of participating in the solicitation process and complying with, the provisions of Chapter 112, of the Florida Statutes, the undersigned corporate officer states as follows:

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

_____	_____
_____	_____
_____	_____

The persons listed below are current State employees who own an interest of ten percent (10%) or more in the company/entity named above:

_____	_____
_____	_____
_____	_____

Name of Respondent's Organization

Signature of Authorized Representative and Date

Print Name

ATTACHMENT 4 - NON-COLLUSION AFFIDAVIT

STATE OF _____
COUNTY OF _____

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

am authorized to make this affidavit on behalf of my firm, and its owner, directors, and officers. I am the person responsible in my firm for the price(s) the amount 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, Proposal, or potential Proposal.
2. Neither the price(s) nor the amount(s) of this Reply, and neither the approximate price(s) nor approximate amount of this Reply, have been disclosed to any other firm or person who is a Provider, potential Provider, Proposal, or potential Proposal, and they will not be disclosed before Proposal opening.
3. No attempt has been made or will be made to induce any firm 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 of my firm 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 Firm)
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 Proposal, on any public contract, except as follows:

I state that I, the named firm, 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 miss-statement 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 _____ 2010.

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 _____ 2010.

Notary Public: _____

My Commission Expires: _____

ATTACHMENT 5 - STATEMENT OF NO INVOLVEMENT

I, _____, as an authorized representative of the aforementioned company, certify that no member of this firm nor any person having any interest in this firm has been involved with the State of Florida to assist it in:

1. Developing this solicitation; or,
2. Performing a feasibility study concerning the scope of work contained in this Invitation to Negotiate.

Name of Respondent's Organization

Signature of Authorized Representative and Date

Print Name

ATTACHMENT 6 – SUBCONTRACTING

The Respondent shall complete the information below on all subcontractors that shall 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 SSRC’s approval (see Section 7.3), but provides the SSRC with information on proposed subcontractors for review.

Please complete a separate sheet for each subcontractor.

Service: _____

Company Name: _____

Contact: _____

Address: _____

Telephone: _____

Fax: _____

Current Registered as Certified
Minority Business Enterprise (CMBE)
or Women-Owned Business (WBE)? Yes _____ No _____

Occupational License No: _____

W-9 verification: Yes _____ No _____

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

ATTACHMENT 7 – ADDENDUM / AMENDMENT ACKNOWLEDGEMENT FORM

This acknowledgment form serves to confirm that the Respondent has reviewed, complied and/or accepted all Addendum(s) / Amendment(s) to the solicitation posted on the Vendor Bid System (VBS).

Please list all Addendum(s) / Amendment(s) below.

Name of Respondent's Organization

Signature of Authorized Representative and Date

Print Name

ATTACHMENT 8 – BUSINESS/CORPORATE REFERENCE

This form must be completed by the person giving the reference on the Respondent. For purposes of this form, the Respondent is the business entity that currently or has previously provided services to your organization, and is submitting a reply to a solicitation. Upon completion of this form, please return original to Respondent.

This business reference is for (Respondent's Name):

Name of the person providing the reference:

Title of person providing the reference:

Organization name of person providing the reference:

Telephone number of the person providing the reference:

Please identify your relationship with the Respondent (e.g., subcontractor, customer, etc.).

How many years have you done business with the Respondent?

Please provide
dates: _____

If a customer, please describe the primary service the Respondent provides your organization.

Did the Respondent act as a primary provider or as a
subcontractor? _____

Do you have a business, profession, or interest in the Respondent's organization? If yes, what is that interest?

Have you experienced any contract performance problems with the Respondent's organization? If so, please describe.

Please describe your level of satisfaction with the cloud services?

Please describe how compatibility and integration issues with existing systems were addressed.

Please describe your level of satisfaction with the overall services provided by the Respondent.

Would you conduct business with the Respondent's organization again?

Are there any additional comments you would like to make regarding the Respondent's organization?

Dated this _____ day of _____ 2010.

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 _____ 2010.

Notary Public: _____

My Commission Expires: _____

ATTACHMENT 10 – PASS / FAIL AFFIDAVIT

Respondent Name: _____

Respondent Address: _____

In accordance with ITN Number SSRC10/11-005, Section 1.4 , Pass/Fail Requirements, the undersigned, as an authorized representative of the above named Respondent, hereby attests that:

- A.** Respondent understands that the State is looking for a solution that requires no upfront investment by the State of Florida;
- B.** The proposed solution will satisfy the State's requirement that all equipment that composes the on-premise cloud solution be housed at a State of Florida Primary Data Center (initially at the Southwood Shared Resource Center located at 2585 Shumard Oak Blvd. Tallahassee, Florida);
- C.** The proposed solution will satisfy the State's requirement that all equipment and all data used or stored by Respondent pursuant to the prospective contract state will reside within the designated Primary Data Center (i.e. the Southwood Shared Resource Center);
- D.** The proposed solution will satisfy the State's requirements pertaining to compliance as documented in Section 4.6 Compliance Requirements of this ITN;
- E.** The proposed solution will satisfy the State's requirement that all data generated, used or stored by Respondent pursuant to the prospective contract state will reside and remain in the United States and will not be transferred outside of the designated Primary Data Center (i.e. Southwood Shared Resource Center);
- F.** The proposed solution will satisfy the State's requirement that all services provided to the State of Florida under the prospective contract, including call center or other help services, will be performed by persons located in the United States;
- G.** Respondent has implemented and supported a private cloud solution similar to the one being proposed for an organization with more than 500 servers within the last three (3) years, which has been used for at least six (6) consecutive months by Respondent's customer;
- H.** Respondent will act as the prime contractor to the Primary Data Center for all services provided under the prospective contract that results from this ITN;
- I.** Respondent is registered in the State of Florida's e-procurement system, MyFloridaMarketPlace and with the Department of State, Division of Corporations before execution of the prospective contract. SEE PUR 1000, SECTION 14. The 1% MFMP surcharge is detailed in PUR 1000; and
- J.** Respondent's proposed solution and all services provided under the prospective contract are/will be compliant with all laws, rules and other authority applicable to providing the Services including but not limited to policies described in Section 4.6.1 of this ITN.
- K.** Respondent is not listed on the Department of Management Service's convicted/Suspended/Discriminatory/Complaints Vendor Lists (included Federal Excluded Parties List). The list can be viewed at the following website: http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists

L. Prior to contract execution, the Respondent must agree to meet the following criteria:

1. A. Prior to execution of prospective contract, Respondent will deliver to the Primary Data Center's Contract Manager a Performance Bond or Irrevocable Letter of Credit in the amount equal to the lesser of \$1 million dollars or the average annual price of the contract (averaged from the initial 3 year contract term pricing). The bond or letter of credit will be used to guarantee at least satisfactory performance by Respondent throughout the term of the contract (including renewal years);
2. Respondent is registered in the MyFloridaMarketPlace eProcurement system.
3. Respondent is registered with the Florida Department of State, Division of Corporations.
4. Respondent agrees to the PUR 1001 as referenced within the ITN.
5. Respondent agrees to the PUR 1000 as referenced within the ITN.

Dated this _____ day of _____ 2011.

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 _____ 2011.

Notary Public: _____

My Commission Expires: _____

**State of Florida
PUR 1000
General Contract Conditions**

Contents

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

(a) “Contract” means the legally enforceable agreement that results from a successful solicitation. The parties to the Contract will be the Customer and Contractor.

(b) “Customer” means the State agency or other entity identified in a contract as the party to receive commodities or contractual services pursuant to a contract or that orders commodities or contractual services via purchase order or other contractual instrument from the Contractor under the Contract. The “Customer” may also be the “Buyer” as defined in the PUR 1001 if it meets the definition of both terms.

(c) “Product” means any deliverable under the Contract, which may include commodities, services, technology or software.

(d) “Purchase order” means the form or format a Customer uses to make a purchase under the Contract (e.g., a formal written purchase order, electronic purchase order, procurement card, contract or other authorized means).

2. Purchase Orders. In contracts where commodities or services are ordered by the Customer via purchase order, Contractor shall not deliver or furnish products until a Customer transmits a purchase order. All purchase orders shall bear the Contract or solicitation number, shall be placed by the Customer directly with the Contractor, and shall be deemed to incorporate by reference the Contract and solicitation terms and conditions. Any discrepancy between the Contract terms and the terms stated on the Contractor’s order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to the Customer. A purchase order for services within the ambit of section 287.058(1) of the Florida Statutes shall be deemed to incorporate by reference the requirements of subparagraphs (a) through (f) thereof. Customers shall designate a contract manager and a contract administrator as required by subsections 287.057(15) and (16) of the Florida Statutes.

3. Product Version. Purchase orders shall be deemed to reference a manufacturer’s most recently release model or version of the product at the time of the order, unless the Customer specifically requests in writing an earlier model or version and the contractor is willing to provide such model or version.

4. Price Changes Applicable only to Term Contracts. If this is a term contract for commodities or services, the following provisions apply.

(a) Quantity Discounts. Contractors are urged to offer additional discounts for one time delivery of large single orders. Customers should seek to negotiate additional price concessions on quantity purchases of any products offered under the Contract. State Customers shall document their files accordingly.

(b) Best Pricing Offer. During the Contract term, if the Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a product outside the Contract, but upon the same or similar terms of the Contract, then at the discretion of the Customer the price under the Contract shall be immediately reduced to the lower price.

(c) Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor shall submit to the Contract Specialist documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to then-authorized prices. Promotional prices shall be available to all Customers. Upon approval, the Contractor shall provide conspicuous notice of the promotion.

(d) Trade-In. Customers may trade-in equipment when making purchases from the Contract. A trade-in shall be negotiated between the Customer and the Contractor. Customers are obligated to actively seek current fair market value when trading equipment, and to keep accurate records of the process. For State agencies, it may be necessary to provide documentation to the Department of Financial Services and to the agency property custodian pursuant to Chapter 273, F.S.

(e) Equitable Adjustment. The Customer may, in its sole discretion, make an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Contract would result in a substantial loss.

5. Additional Quantities. For a period not exceeding ninety (90) days from the date of solicitation award, the Customer reserves the right to acquire additional quantities up to the amount shown on the solicitation but not to exceed the threshold for Category Two at the prices submitted in the response to the solicitation.

6. Packaging. Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to

accepted commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging shall become and remain Customer's property.

7. Inspection at Contractor's Site. The Customer reserves the right to inspect, at any reasonable time with prior notice, the equipment or product or plant or other facilities of a Contractor to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.

8. 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 inspector. Acceptability customarily requires, at a minimum, 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 shall meet all applicable requirements of the Occupational Safety and Health Act and state and federal requirements relating to clean air and water pollution.

9. Americans with Disabilities Act. Contractors should identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.

10. Literature. Upon request, the Contractor shall furnish literature reasonably related to the product offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.

11. Transportation and Delivery. Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination to any point within thirty (30) days after the Customer places an Order. A Contractor, within five (5) days after receiving a purchase order, shall notify the Customer of any potential delivery delays. Evidence of inability or intentional delays shall be cause for Contract cancellation and Contractor suspension.

12. Installation. Where installation is required, Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the Contract or purchase order. Contractor's authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by

Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

13. Risk of Loss. Matters of inspection and acceptance are addressed in s. 215.422, F.S. Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer shall: 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 product, Contractor shall remove it from the premises within ten days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the Contractor. Rejected product not removed by the Contractor within ten days shall be deemed abandoned by the Contractor, and the Customer shall have the right to dispose of it as its own property. Contractor shall reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

14. Transaction Fee. The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System ("System"). Pursuant to section 287.057(23), Florida Statutes (2002), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State, unless exempt pursuant to 60A-1.032, F.A.C.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of the agreement.

Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering procurement costs from the Contractor in addition to all outstanding fees. **CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE SUBJECT TO BEING REMOVED FROM THE DEPARTMENT OF MANAGEMENT SERVICES' VENDOR LIST AS PROVIDED IN RULE 60A-1.006, F.A.C.**

15. Invoicing and Payment. Invoices shall contain the Contract number, purchase order number if applicable, and the appropriate vendor identification number. The State may

require any other information from the Contractor that the State deems necessary to verify any purchase order placed under the Contract.

At the State's option, Contractors may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Contractor supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to the Customer through the Ariba Supplier Network (ASN) in one of the following mechanisms – EDI 810, cXML, or web-based invoice entry within the ASN.

Payment shall be made in accordance with sections 215.422 and 287.0585 of the Florida Statutes, which govern time limits for payment of invoices. Invoices that must be returned to a Contractor due to preparation errors will result in a delay in payment. Contractors may call (850) 413-7269 Monday through Friday to inquire about the status of payments by State Agencies. The Customer is responsible for all payments under the Contract. A Customer's failure to pay, or delay in payment, shall not constitute a breach of the Contract and shall not relieve the Contractor of its obligations to the Department or to other Customers.

16. Taxes. The State does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The State will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees' wages. Any exceptions to this paragraph shall be explicitly noted by the Customer in the special contract conditions section of the solicitation or in the Contract or purchase order.

17. Governmental Restrictions. If the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Contract, the Contractor shall immediately notify the Customer in writing, indicating the specific restriction. The Customer reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense to the Customer.

18. Lobbying and Integrity. Customers shall ensure compliance with Section 11.062, FS and Section 216.347, FS. The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State 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 any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Customer's Inspector General, or other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall 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 shall retain such records for the longer of (1) three years after the expiration of the Contract or (2) the period required by the

General Records Schedules maintained by the Florida Department of State (available at: <http://dhis.dos.state.fl.us/barm/genschedules/gensched.htm>). The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

19. Indemnification. The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Customers, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or a Customer.

Further, the Contractor shall fully indemnify, defend, and hold harmless the State and Customers from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to a Customer's misuse or modification of Contractor's products or a Customer's operation or use of Contractor's products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit, or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Customer the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Customer the right to continue using the product, the Contractor shall remove the product and refund the Customer the amounts paid in excess of a reasonable rental for past use. The customer shall not be liable for any royalties.

The Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or Customer giving 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. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the State or Customer in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.

20. Limitation of Liability. For all claims against the Contractor under any contract or purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a contract or purchase order for direct damages shall be limited to the

greater of \$100,000, the dollar amount of the contract or purchase order, or two times the charges rendered by the Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraph contain in this agreement.

Unless otherwise specifically enumerated in the Contract or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the contract or purchase order requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

21. Suspension of Work. The Customer may in its sole discretion suspend any or all activities under the Contract or purchase order, at any time, when in the best interests of the State to do so. The Customer shall 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 shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the Contractor, the Customer shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract or purchase order. Suspension of work shall not entitle the Contractor to any additional compensation.

22. Termination for Convenience. The Customer, by written notice to the Contractor, may terminate the Contract in whole or in part when the Customer determines in its sole discretion that it is in the State's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

23. Termination for Cause. The Customer may terminate the Contract if the Contractor fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for

failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Customer. The rights and remedies of the Customer in this clause are in addition to any other rights and remedies provided by law or under the Contract.

24. Force Majeure, Notice of Delay, and No Damages for Delay. The Contractor shall 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 shall notify the Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) 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) days after the date the Contractor first had reason to believe that a delay could result. **THE FOREGOING SHALL 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, other than for an extension of time, shall be asserted against the Customer. The Contractor shall 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 shall 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 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 products 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 products 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.

25. Changes. The Customer may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. The Customer may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld. If unusual quantity requirements arise, the Customer may solicit separate bids to satisfy them.

26. Renewal. Upon mutual agreement, the Customer and the Contractor may renew the Contract, in whole or in part, for a period that may not exceed 3 years or the term of the contract, whichever period is longer. Any renewal shall specify the renewal price, as set forth in the solicitation response. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.

27. Purchase Order Duration. Purchase orders issued pursuant to a state term or agency contract must be received by the Contractor no later than close of business on the last day of the contract's term to be considered timely. The Contractor is obliged to fill those orders in accordance with the contract's terms and conditions. Purchase orders received by the contractor after close of business on the last day of the state term or agency contract's term shall be considered void.

Purchase orders for a one-time delivery of commodities or performance of contractual services shall be valid through the performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the single delivery/performance, and shall survive the termination of the Contract.

Contractors are required to accept purchase orders specifying delivery schedules exceeding the contracted schedule even when such extended delivery will occur after expiration of the state term or agency contract. For example, if a state term contract calls for delivery 30 days after receipt of order (ARO), and an order specifies delivery will occur both in excess of 30 days ARO and after expiration of the state term contract, the Contractor will accept the order. However, if the Contractor expressly and in writing notifies the ordering office within ten (10) calendar days of receipt of the purchase order that Contractor will not accept the extended delivery terms beyond the expiration of the state term contract, then the purchase order will either be amended in writing by the ordering entity within ten (10) calendar days of receipt of the contractor's notice to reflect the state term contract delivery schedule, or it shall be considered withdrawn.

The duration of purchase orders for recurring deliveries of commodities or performance of services shall not exceed the expiration of the state term or agency contract by more than twelve months. However, if an extended pricing plan offered in the state term or agency contract is selected by the ordering entity, the contract terms on pricing plans and renewals shall govern the maximum duration of purchase orders reflecting such pricing plans and renewals.

Timely purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the recurring delivery/performance as provided herein, and shall survive the termination of the Contract.

Ordering offices shall not renew a purchase order issued pursuant to a state term or agency contract if the underlying contract expires prior to the effective date of the renewal.

28. Advertising. Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the Customer, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the Customer or the State as a reference, or otherwise linking the Contractor's name and either a description of the Contract or the name of the State or the Customer in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

29. Assignment. The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to 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 Contractor of its intent to do so.

30. Antitrust Assignment. The Contractor and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida. Therefore, the contractor hereby assigns to the State of Florida any and all claims for such overcharges as to goods, materials or services purchased in connection with the Contract.

31. Dispute Resolution. Any dispute concerning performance of the Contract shall be decided by the Customer'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 the Customer a petition for administrative hearing. The Customer'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.

Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in Leon County, Florida; in any such action, Florida law shall apply and the parties waive any right to jury trial.

32. Employees, Subcontractors, and Agents. All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification.

All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Customer and shall comply with all controlling laws and regulations relevant to the services they are providing under the Contract. The State may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The State may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with a Customer's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The State may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.

33. Security and Confidentiality. The Contractor shall comply fully with all security procedures of the United States, State of Florida and Customer in performance of the Contract. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Customer. The Contractor shall not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the State's or Customer's confidential information, or material that is otherwise obtainable under State law as a public record. To insure confidentiality, the Contractor shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.

34. Contractor Employees, Subcontractors, and Other Agents. The Customer and the State shall take all actions necessary to ensure that Contractor's employees, subcontractors and other agents are not employees of the State of Florida. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment) from an employer other than the State of Florida.

35. Insurance Requirements. During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor shall provide certificate of insurance. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized or eligible to write policies in Florida.

36. Warranty of Authority. Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

37. Warranty of Ability to Perform. The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Customer in writing if its ability to perform is compromised in any manner during the term of the Contract.

38. Notices. All notices required under the Contract shall be delivered by certified mail, return receipt requested, by reputable air courier service, or by personal delivery to the agency designee identified in the original solicitation, or as otherwise identified by the Customer. Notices to the Contractor shall be delivered to the person who signs the Contract. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

39. Leases and Installment Purchases. Prior approval of the Chief Financial Officer (as defined in Section 17.001, F.S.) is required for State agencies to enter into or to extend any lease or installment-purchase agreement in excess of the Category Two amount established by section 287.017 of the Florida Statutes.

40. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE). Section 946.515(2), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles which are the subject of, or required to carry out, the Contract shall be purchased from the corporation identified under Chapter 946 of the Florida Statutes (PRIDE) in the same manner and under the same procedures set forth in section 946.515(2) and (4) of the Florida Statutes; and for purposes of the Contract the person, firm, or other business entity carrying out the provisions of the Contract shall be deemed to be substituted for the agency insofar as dealings with such corporation are concerned." Additional information about PRIDE and the products it offers is available at <http://www.pridefl.com>.

41. Products Available from the Blind or Other Handicapped. Section 413.036(3), F.S. requires the following statement to be included in the solicitation: "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 the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

42. Modification of Terms. The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Customer and the Contractor. The Contract may only be modified or amended upon

mutual written agreement of the Customer and the Contractor. No oral agreements or representations shall be valid or binding upon the Customer or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Customer. The Contractor may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, “shrink wrap” terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor’s order or fiscal forms or other documents forwarded by the Contractor for payment. The Customer's acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

43. 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.

44. Waiver. The delay or failure by the Customer to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the Customer’s right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

45. Annual Appropriations. The State’s performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature.

46. Execution in Counterparts. The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

47. Severability. If a court deems any provision of the Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

State of Florida
PUR 1001
General Instructions to Respondents

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

- (a) "Buyer" means the entity that has released the solicitation. The "Buyer" may also be the "Customer" as defined in the PUR 1000 if that entity meets the definition of both terms.
- (b) "Procurement Officer" means the Buyer's contracting personnel, as identified in the Introductory Materials.
- (c) "Respondent" means the entity that submits materials to the Buyer in accordance with these Instructions.
- (d) "Response" means the material submitted by the respondent in answering the solicitation.
- (e) "Timeline" means the list of critical dates and actions included in the Introductory Materials.

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

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

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

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

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

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

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

6. Conflict of Interest. This solicitation is subject to chapter 112 of the Florida Statutes. Respondents shall disclose with their response the name of any officer, director, employee or other agent who is also an employee of the State. Respondents shall also

disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the respondent or its affiliates.

7. Convicted Vendors. A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the following for a period of 36 months from the date of being placed on the convicted vendor list:

- submitting a bid on a contract to provide any goods or services to a public entity;
- submitting a bid on a contract with a public entity for the construction or repair of a public building or public work;
- submitting bids on leases of real property to a public entity;
- being awarded or performing work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and
- transacting business with any public entity in excess of the Category Two threshold amount (\$25,000) provided in section 287.017 of the Florida Statutes.

8. Discriminatory Vendors. An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134 of the Florida Statutes may not:

- submit a bid on a contract to provide any goods or services to a public entity;
- submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- submit bids on leases of real property to a public entity;
- be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or
- transact business with any public entity.

9. Respondent's Representation and Authorization. In submitting a response, each respondent understands, represents, and acknowledges the following (if the respondent cannot so certify to any of following, the respondent shall submit with its response a written explanation of why it cannot do so).

- The respondent is not currently under suspension or debarment by the State or any other governmental authority.
- To the best of the knowledge of the person signing the response, the respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
- Respondent currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
- The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.
- The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other respondent or potential

respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any respondent or potential respondent, and they will not be disclosed before the solicitation opening.

- The respondent has fully informed the Buyer in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a) of the Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.
- Neither the respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:
 - Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
 - Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.
- The product offered by the respondent will conform to the specifications without exception.
- The respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.
- If an award is made to the respondent, the respondent agrees that it intends to be legally bound to the Contract that is formed with the State.
- The respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response.
- The respondent shall indemnify, defend, and hold harmless the Buyer and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the respondent's preparation of its bid.
- All information provided by, and representations made by, the respondent are material and important and will be relied upon by the Buyer in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Buyer of the true facts relating to submission of the bid. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817 of the Florida Statutes.

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

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

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

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

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

14. Firm Response. The Buyer may make an award within sixty (60) days after the date of the opening, during which period responses shall remain firm and shall not be withdrawn. If award is not made within sixty (60) days, the response shall remain firm until either the Buyer awards the Contract or the Buyer receives from the respondent written notice that the response is withdrawn. Any response that expresses a shorter duration may, in the Buyer's sole discretion, be accepted or rejected.

15. Clarifications/Revisions. Before award, the Buyer reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of submissions from all respondents deemed eligible for Contract award. Failure to provide requested information may result in rejection of the response.

16. Minor Irregularities/Right to Reject. The Buyer reserves the right to accept or reject any and all bids, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if the Buyer determines that doing so will serve the State's best interests. The Buyer may reject any response not submitted in the manner specified by the solicitation documents.

17. Contract Formation. The Buyer shall issue a notice of award, if any, to successful respondent(s), however, no contract shall be formed between respondent and the Buyer until the Buyer signs the Contract. The Buyer shall not be liable for any costs incurred by a respondent in preparing or producing its response or for any work performed before the Contract is effective.

18. Contract Overlap. Respondents shall identify any products covered by this solicitation that they are currently authorized to furnish under any state term contract. By entering into the Contract, a Contractor authorizes the Buyer to eliminate duplication between agreements in the manner the Buyer deems to be in its best interest.

19. Public Records. Article 1, section 24, Florida Constitution, guarantees every person access to all public records, and Section 119.011, Florida Statutes, provides a broad definition of public record. As such, all responses to a competitive solicitation are public records unless exempt by law. Any respondent claiming that its response contains information that is exempt from the public records law shall clearly segregate and mark that information and provide the specific statutory citation for such exemption.

20. Protests. Any protest concerning this solicitation shall be made in accordance with sections 120.57(3) and 287.042(2) of the Florida Statutes and chapter 28-110 of the Florida Administrative Code. Questions to the Procurement Officer shall not constitute formal notice of a protest. It is the Buyer's intent to ensure that specifications are written to obtain the best value for the State and that specifications are written to ensure competitiveness, fairness, necessity and reasonableness in the solicitation process.

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

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

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

21. Limitation on Vendor Contact with Agency During Solicitation Period.

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.