INVITATION TO NEGOTIATE (ITN)

FOR

STATEWIDE LAW ENFORCEMENT RADIO SYSTEM (SLERS)

ITN NO: DMS-15/16-018

THE STATE OF FLORIDA

DEPARTMENT OF MANAGEMENT SERVICES

Procurement Officer: Jesse Covell Tillman
Departmental Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 335
Tallahassee, FL 32399-0950
Phone: 850-487-3977
Email: DMS.Purchasing@dms.myflorida.com

Failure to file a protest within the time prescribed in subsection 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes. Any protest must be timely filed with the Department of Management Services’ Agency Clerk listed at: http://www.dms.myflorida.com/agency_administration/general_counsel

NOTICE PURSUANT TO SECTION 287.057(23), FLORIDA STATUTES
Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.
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FORM 2 – NOTICE OF CONFLICT OF INTEREST
FORM 3 – NON-COLLUSION AFFIDAVIT
FORM 4 – STATEMENT OF NO INVOLVEMENT
FORM 5 – BUSINESS/CORPORATE REFERENCE
FORM 6 – ADDENDUM ACKNOWLEDGEMENT
FORM 7 – SUBCONTRACTING
FORM 8 – RESPONSIVENESS REQUIREMENTS

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SECTION 1. INTRODUCTION

1.1 Solicitation Objective
The State of Florida, Department of Management Services (“DMS" or “Department") is issuing this Invitation to Negotiate (ITN) to establish a contract for a new generation of the Statewide Law Enforcement Radio System (SLERS), a Land Mobile Radio (LMR) telecommunications service to provide voice and data communications capability to public safety agencies. By way of this ITN, the Department intends to promote the safety of the general public through improved LMR services for law enforcement and other public safety agencies, consistent with Specific Appropriation 2838, Chapter 2016-66, Laws of Florida.

This contract will be used by State of Florida agencies and other eligible entities pursuant to sections 282.709 and 282.7101, Florida Statutes (F.S.).

The solicitation will be administered through the Vendor Bid System (VBS) which will serve as the official record. Vendors interested in submitting a Reply must comply with all of the terms and conditions described in this ITN.

The Department reserves the right to award a contract to one or more Vendors, for all or part of the work contemplated by this solicitation. Subcontractors are permitted subject to the parameters of the solicitation. The Department further reserves the right to make no award or a partial award, as determined to be in the best interest of the State.

1.2 Background
Section 282.709, F.S., authorizes the Department to establish a statewide radio communications system. The Joint Task Force on State Agency Law Enforcement Communications (JTF), created by section 282.709, F.S., advises the Department about the JTF member agencies’ needs relating to the planning, designing, and establishment of SLERS. Further, the Department, in conjunction with the Department of Law Enforcement and the Division of Emergency Management, has established policies, procedures, and standards in a comprehensive management plan for the operation of SLERS. The Department has the overall responsibility for the design, engineering, acquisition, implementation, operation, and maintenance of SLERS.

In September 2000, the Department contracted with Com-Net Ericsson Critical Radio Systems, Inc. (Com-Net) to establish SLERS. Under that 20-year contract, Com-Net agreed to build, operate and maintain SLERS. The State in turn agreed to provide funding in accordance with sections 320.0802 and 328.72, F.S., which imposes a $1 annual surcharge on initial and renewal registrations required for motor vehicles and vessels, and from subsection 318.18(17), F.S., which imposes a $3 traffic and criminal traffic violation surcharge (through June 2021) to pay for SLERS.
Upon its purchase of Com-Net, Harris Corporation (Harris) became the SLERS provider. Under the current contract, Harris provides all SLERS goods and services including, but not limited to, all infrastructure, software, hardware, security protocols, licensing, development, maintenance, as well as software upgrades, updates and patches. The current SLERS contract expires June 30, 2021.

There are 219 radio communications sites statewide within SLERS. The system provides radio coverage to law enforcement personnel with nearly 20,000 mobile and portable handheld radios in patrol cars, boats, all-terrain vehicles, motorcycles and aircraft. Of these radios, an estimated 62 percent belong to four state agencies: the Department of Highway Safety and Motor Vehicles, the Fish and Wildlife Conservation Commission, the Department of Corrections, and the Department of Law Enforcement.

The current SLERS contract specifies 98 percent coverage statewide for mobile/in-vehicle radios and coverage in select areas for portable/handheld radios. Coverage for mobile/vessel radios is provided up to 25 miles offshore around Florida’s coastline. The system is designed to allow law enforcement personnel to roam across state agency regional boundaries without loss of radio communications to Dispatch Centers or to other law enforcement personnel. The system also provides both statewide intra-agency radio communications and mutual aid radio communications (8CALL90 and 8TAC91) available to all SLERS radios. Although SLERS was designed to primarily serve the 22 state agencies, another 41 local law enforcement jurisdictions have selected to participate as SLERS Partner Subscribers (SLERS Partners).

SLERS is built on a proprietary Harris technology named Enhanced Digital Access Communication System with extended addressing (EDACS-EA). The de facto industry standard is now Project 25 (P25), a non-proprietary technology with “open standards” that promotes interoperability for radio communication equipment. The critical need for interoperable radio communications, driven by the public safety community, resulted in the development of P25 by the Association of Public Safety Communications Officials. This has pushed radio manufacturers away from proprietary radio system technology. P25 Phase 2, an enhancement to the P25 standard, was developed to improve spectrum utilization by doubling the number of talk paths for each frequency.

Prior to issuance of this solicitation, DMS contracted with a private vendor to develop a SLERS Business Case in accordance with section 287.0571, F.S. The SLERS Business Case examined options for the future path of SLERS and evaluated whether to continue to outsource SLERS. The recommendation of the SLERS Business Case was to issue a competitive solicitation as an ITN for a newly structured SLERS. The SLERS Business Case is provided for background information purposes only and does not contain specifications for this solicitation. See Attachment G, SLERS Business Case.

Based on this recommendation, DMS is issuing this ITN for a newly structured mission critical P25 Phase 2 methodology communications service (also supporting P25 Phase 1), resulting in improved coverage, reliability, audio clarity, Subscriber Units, and a support services contract. This procurement is intended to establish a multi-year strategic partnership to achieve cost effective service(s) and long-term value for the State.

1.3 **SLERS Eligible Entities**

Public safety entities who are eligible to use spectrum allocated for public safety use specified under FCC rules, 47 CFR Part 90, are eligible to join SLERS as interoperability or local first responder users, and use SLERS as a primary or auxiliary system for direct communications with
other SLERS users on interagency and inter-local talk groups. See Attachment H, SLERS Users Listing for a current listing.

1.4  **Term**
The initial term of the contract is anticipated to be up to eleven years with 0-7 renewal years. It is anticipated that the initial term of the contract will incorporate the transition period from the current SLERS to the new SLERS. The contract may only be renewed in accordance with subsection 287.057(13), F.S.

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

1.6  **Special Accommodations**
Any person requiring a special accommodation due to a disability should contact the Department’s Americans with Disabilities Act (ADA) Coordinator at (850) 488-0439. Requests for accommodation for meetings must be made at least five working days prior to the meeting. A person who is hearing or speech impaired can contact the ADA Coordinator by using the Florida Relay Service at (800) 955-8771 (TDD).

1.7  **Procurement Officer**
The Procurement Officer is the **sole point of contact** as described in PUR 1001 (10/06), section 21.

Procurement Officer for this solicitation is:

Jesse Covell Tillman  
Procurement Officer  
Departmental Purchasing  
Florida Department of Management Services  
4050 Esplanade Way, Suite 335  
Tallahassee, FL 32399-0950  
Phone: 850-487-3977  
Email: DMS.Purchasing@dms.myflorida.com

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

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SECTION 2.  SOLICITATION PROCESS

2.1 General Overview
The ITN is a method of competitively soliciting a commodity or contractual service under chapter 287, Florida Statutes. Vendors can submit formal questions in writing to the Procurement Officer by the deadline listed in the Timeline of Events. Replies are to be received by the deadline listed in the Timeline of Events.

The Department will hold a public opening of the Replies (also referred to herein as “Offers”) at the date, time and location below. Responsiveness requirements are only those items identified in Section 3.5 of the ITN. Once the Department has determined the responsiveness of replies in accordance with Section 3.5 of the ITN, the Department will have the responsive Replies evaluated. The evaluators will confirm their scores in a public meeting, and the Department will determine which responsive Replies are within the competitive range. The Department may post the list of responsive Replies within the competitive range with which it intends to negotiate, with a Notice of Rights to challenge the posting. In the event that the Department does so, failure to timely challenge the posting of the intent to negotiate will waive all issues which could have been raised in such a challenge.

Following determination of the competitive range the Department will commence negotiations. Once negotiations have concluded and best and final offers (BAFO) have been received and reviewed, the Department will hold a Negotiation Team public meeting to recommend award to the Vendor(s) who offer(s) the best value to the state based on the selection criteria. The Department will post its decision on the Vendor Bid System.

2.2 Questions and Answers
Vendors will address all questions during the Question and Answer (Q&A) period regarding this solicitation in writing to the Procurement Officer via email. The deadline for submission of questions is reflected in the Timeline of Events section.

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

<table>
<thead>
<tr>
<th>Question #</th>
<th>Vendor Name</th>
<th>ITN Section</th>
<th>ITN Page #</th>
<th>Question</th>
</tr>
</thead>
</table>

Questions will not constitute formal protest of the specifications of the solicitation.

Department answers to written questions submitted during the Q&A period will be issued by addendum via the Vendor Bid System.
2.3 **Timeline of Events**
The table below contains the Timeline of Events for this solicitation. The dates and times within the Timeline of Events are subject to change. It is the Vendor’s responsibility to check for any changes. All changes to the Timeline of Events will be made through an addendum to the solicitation. Vendors are responsible for submitting all required documentation by the dates and times (Eastern Time) specified below.

<table>
<thead>
<tr>
<th>Event</th>
<th>Time (Eastern Time)</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>ITN posted on the VBS.</td>
<td></td>
<td>October 31, 2016</td>
</tr>
<tr>
<td>Deadline to submit questions to the Procurement Officer.</td>
<td>10:00AM</td>
<td>November 17, 2016</td>
</tr>
<tr>
<td>Department’s anticipated posting of answers to questions on the VBS.</td>
<td></td>
<td>December 13, 2016</td>
</tr>
<tr>
<td>Deadline to submit reply and all required documents to the Procurement Officer.</td>
<td>10:00 AM</td>
<td>February 7, 2017</td>
</tr>
<tr>
<td>Public Opening. 4030 Esplanade Way, Room 301, Tallahassee, Florida 32399-0950</td>
<td>10:30 AM</td>
<td>February 7, 2017</td>
</tr>
<tr>
<td>Public Meeting for Evaluators to confirm scores. 4030 Esplanade Way, Room 301, Tallahassee, Florida 32399-0950</td>
<td>10:00 AM</td>
<td>March 21, 2017</td>
</tr>
<tr>
<td>Public Meeting for Negotiation Team to recommend award. 4030 Esplanade Way, Room 301, Tallahassee, Florida 32399-0950</td>
<td>10:00 AM</td>
<td>July 31, 2017</td>
</tr>
<tr>
<td>Anticipated date to post Notice of Intent to Award.</td>
<td></td>
<td>August 1, 2017</td>
</tr>
<tr>
<td>Anticipated contract start date.</td>
<td></td>
<td>TBD</td>
</tr>
</tbody>
</table>

2.4 **Addendum to the solicitation**
The Department reserves the right to modify this solicitation by issuing an addendum posted on the Vendor Bid System. It is the responsibility of potential Offerors to monitor the Vendor Bid System for any changes.

2.5 **Contract Formation**
The Contract will consist of the Contract document, Attachment A – Statement of Work, Attachment C - Minimum Service / Technical Requirements, Attachment D – Service Level Agreements, Attachment E – Pricing Workbook, Attachment F – Special Conditions, and Attachment I – Definitions and Acronyms, the BAFO submitted by the awarded Offeror(s) upon which the award was based and the Offeror’s Reply to the solicitation. During the solicitation
period, the Department may, at its sole discretion, modify any of these documents. During the solicitation period, the Department may specifically identify and incorporate by reference additional documents which are to be incorporated into the Contract.

The General Contract Conditions (PUR 1000, 10/06) are incorporated by reference and can be accessed at:

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

2.6 Disclosure of Reply Contents
All documentation supplied to the Department as part of a Reply becomes the exclusive property of the Department and will not be returned to the Offeror unless withdrawn prior to deadline to submit Replies in accordance with the modification or withdrawal of Replies requirements in subsection 2.7. Selection or rejection of a Reply shall not affect this right.

2.7 Withdrawal of Replies
An Offeror may modify its Reply at any time prior to the deadline to submit replies indicated in subsection 2.3, the Timeline of Events, by sending the modified Reply to the Procurement Officer. An Offeror may withdraw its Reply by notifying the Procurement Officer in writing prior to the deadline to submit Offer.

2.8 Diversity
The Department is dedicated to fostering the continued development and economic growth of minority, veteran and women owned businesses. Participation of a diverse group of Vendors doing business with the State of Florida is central to the Department’s effort. To this end, minority, veteran and women owned businesses are encouraged to participate in the state’s competitive, procurement process as both Contractors and subcontractors.

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SECTION 3. GENERAL AND SPECIAL INSTRUCTIONS

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

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

The Special Instructions are in Section 3 of the ITN. In the event of conflict between the General Instructions to Respondents and the Special Instructions, the Special Instructions shall have priority.

Sections 3, 5, and 14 of the PUR 1001 are inapplicable and are replaced as follows:

Section 3. Electronic Submission of Replies
Replies shall be submitted in accordance with subsection 3.4, How to Submit an Offer to the ITN.

Section 5. Questions
Questions shall be submitted in accordance with the Questions and Answers subsection 2.2 of the ITN.

Section 14. Firm Response
DMS may make an award within three hundred sixty-five (365) days after the date of the opening, during which period Replies shall remain firm and shall not be withdrawn. If an award is not made within three hundred sixty-five (365) days, the Replies shall remain firm until either DMS awards the Contract or DMS receives from an Offeror written notice that a Reply is withdrawn. Any Reply that expresses a shorter duration may, in DMS’ sole discretion, be accepted or rejected.

3.2 MFMP Registration
The awarded Offeror(s), if any, must have completed the MyFloridaMarketPlace (MFMP) registration process prior to Contract execution. For additional information, please visit: https://vendor.myfloridamarketplace.com/.

The awarded Offeror(s) will be required to pay the required MFMP transaction fee(s) as specified in section 14 of the Special Conditions, unless an exemption has been requested and approved prior to the award of the contract pursuant to Rule 60A-1.032 of the Florida Administrative Code.

3.3 Florida Substitute Form W-9 Process
State of Florida vendors must register and complete an electronic Florida Substitute Form W-9. The Internal Revenue Service (IRS) receives and validates the information vendors provide on the Form W-9. For instructions on how to complete the Florida Substitute Form W-9, please visit: http://www.myfloridacfo.com/Division/AA/StateAgencies/W-9Instructions022212.pdf

The awarded Offeror(s) if any must have completed this process prior to Contract execution.
3.4 **How to Submit an Offer**
Submit the Reply in a properly marked, sealed box(es) containing the following:

- One (1) original un-redacted and 11 separate un-redacted, bound paper copies;
- 12 electronic un-redacted copies on 12 separate CD-ROMs or USB flash drives; and
- One (1) electronic redacted copy of the entire Reply on CD-ROM or USB flash drive (if applicable, as described in subsection 3.7 “Redacted Submissions” of this ITN).

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

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

Offers shall be submitted to the address listed in subsection 1.7, also listed below:

**Departmental Purchasing**
Florida Department of Management Services
4050 Esplanade Way, Suite 335
Tallahassee, FL 32399-0950

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

Offerors are responsible for submitting their replies by the date and time specified in the Timeline of Events section of this solicitation.

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

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

3.5 **Responsiveness Requirements**
The Department will not review Replies from Offerors that do not meet the minimum requirements listed below. Responses to Attachment A - Statement of Work will be addressed at the evaluation phase and will not be evaluated for the determination of responsiveness of Offerors.

Provide a signed Form 8, Responsiveness Requirements, and provide the required documentation requested in this subsection.

3.5.1 Reply must be received by the date/time indicated in subsection 2.3 Timeline of Events. (To be determined by Department)

3.5.2 The Offeror must certify that the person submitting the Reply and its pricing is authorized to respond to this solicitation on the Offeror’s behalf.
3.5.3 The Offeror must certify that the Offeror is not a Discriminatory Vendor or Convicted Vendor as defined in sections 7 and 8 of the PUR 1001 form.

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

3.5.4 The Offeror must certify that the Offeror is in compliance with section 9 of the PUR 1001 form.

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

3.5.5 The Offeror must certify that the Offeror is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List.

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

3.5.6 The Offeror must certify that the Offeror will, if awarded, submit to the Department, at least annually, the completed signed Preferred Pricing Affidavit as outlined in section 22, Attachment B.

NOTE: The certifications required in subsections 3.5.2, 3.5.3, 3.5.4, 3.5.5, and 3.5.6 are to be accomplished through the execution of Form 8.

3.5.7 The Offeror must submit a letter, signed on or after July 1, 2016, from a surety company or bonding agent authorized to do business in the State of Florida and written on company letterhead that documents the Offeror’s present ability to obtain a performance bond or irrevocable letter of credit in the amount of at least $35 million.

3.5.8 The Offeror must submit the “Minimum Requirements” worksheet of Attachment C - Minimum Service / Technical Requirements workbook and select “Confirm” on this worksheet.

3.5.9 The Offeror must submit proof of Articles of Incorporation, or other legal recognition as a business entity by a state or territory of the United States, and/or Florida Department of State registration.

NOTE: Pursuant to section 607.1501, F.S., out-of-state corporations are required to obtain a Florida Certificate of Authorization pursuant to subsection 607.1503(1), F.S., from the Florida Department of State, Division of Corporations, to transact business in the State of Florida. The Offeror agrees to attain such authorization within seven business days of notice of award, should the Offeror be awarded. Website: www.sunbiz.org

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3.6 Contents of Offer

Replies are to be organized in sections as directed below. Offerors are to complete each section entirely or the Offeror may be deemed non-responsive. The Department reserves the right to waive any minor irregularity, technicality or omission if the Department determines that doing so will serve the best interest of the state.

The Offeror is to organize each Reply as follows:

Tab 1 A cover letter on the Offeror’s letterhead with the following information:

   A. Company name and physical address
   B. Primary location from where the work will be performed
   C. Federal Employer Identification (FEID) Number

Tab 2 Forms and Attachments:

   FORM 1 – CONTACT INFORMATION
   FORM 2 – NOTICE OF CONFLICT OF INTEREST
   FORM 3 – NON-COLLUSION AFFIDAVIT
   FORM 4 – STATEMENT OF NO INVOLVEMENT
   FORM 6 – ADDENDUM ACKNOWLEDGEMENT
   FORM 7 – SUBCONTRACTING
   FORM 8 – RESPONSIVENESS REQUIREMENTS
Proof of Offeror’s Letter of Credit as provided in subsection 3.5.7
Proof of Offeror’s Articles of Incorporation and/or Registration as provided in subsection 3.5.9
Attachment C – Minimum Service / Technical Requirements
Attachment E – Pricing Workbook

Tab 3 Provide the following information in the Offer.

Narrative on Experience and Ability
Furnish a narrative on the Offeror’s relevant experience and ability to provide the services requested. The following topics are expected to be included:

1) Experience in performing contracts of similar size and scope for the Communications Service, Support Services and Subscriber Units sought.

2) The ability to provide the Communications Service, Support Services and Subscriber Units.

Tab 4 Offeror’s Reply to Statement of Work

Include a response to each section in the Attachment A - Statement of Work by inserting a narrative immediately below the text of each numbered section.

Note: Use a font color for narrative that is different than the Statement of Work font color.

Tab 5 Location of Principal Place of Business

A. Out of State
For purposes of section 287.084, F.S., any Offeror stating that its “principal place of business” is outside of Florida must submit, with its Offer, a written opinion of an attorney at law, licensed to practice law in that foreign state, that contains information explaining the preferences, any or none, granted by the law of that state to its own business entities whose principal place(s) of business are in that foreign state in the letting of any or all public contracts. For the purpose of this solicitation, “principal place of business” means the state in which the Offeror’s high level officer’s direct, control and coordinate the Offeror’s activities.

Any preference resulting from application of section 287.084, F.S., will be applied only to the purchase of personal property. If a preference calculation is required, the Department reserves the right to amend the scoring equations utilized for the best and final offers.

B. In State
If the Offeror’s principal place of business is in Florida, please include a statement to that effect.

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

In the event of a request for public records pursuant to Chapter 119, F.S., the Florida Constitution or other authority, to which documents that are marked as confidential are responsive, the Department will provide the Redacted Copy to the requestor. If a requestor asserts a right to the Confidential Information, the Department will notify the Offeror that such an assertion has been made. It is the Offeror’s responsibility to assert that the information in question is exempt from disclosure under Chapter 119 or other applicable law. If the Department becomes subject to a demand for discovery or disclosure of the Confidential Information of the Offeror in a legal proceeding, the Department shall give the Offeror prompt notice of the demand prior to releasing the information (unless otherwise prohibited by applicable law). The Offeror is responsible for defending its determination that the redacted portions of its Reply are confidential, proprietary, trade secret or otherwise not subject to disclosure.

By submitting an Offer, the Offeror agrees to protect, defend and indemnify the Department for any and all claims arising from or relating to the Offeror’s determination that the redacted portions of its Reply are confidential, proprietary, trade secret or otherwise not subject to disclosure. The Department may use counsel of its choosing to defend any such claims, and the Offeror shall promptly pay the Department’s invoices for legal services on a monthly basis for all costs and expenses, including legal fees, incurred in defending such claims. If the Offeror fails to submit a redacted copy of information it claims is confidential, the Department is authorized to
produce the entire documents, data or records submitted to the Department in answer to a public records request for these records.

3.8 Additional Information
By submitting an Offer, the Offeror certifies that it agrees to and satisfies all criteria specified in this solicitation. The Department may request the Offeror provide supplemental, clarifying, or supporting information or documentation.

3.9 Pricing Workbook Instructions
3.9.1 The Offeror must submit a completed Attachment E – Pricing Workbook. Pricing will be utilized for the life of the contract including the initial and renewal periods.

3.9.2 The Offeror is to provide a price(s) in each cell of each tab of the Pricing Workbook submitted as per instructions contained within Attachment E - Pricing Workbook. Blank cells, or cells with $0.00, will be interpreted as a price of $0.00.

3.9.3 If mathematical error(s) occur in the Offeror’s price sheet calculations are identified by the Department, prices submitted by the Offeror will be used to determine the total price for that Offeror.

3.9.4 Offerors may not add additional tabs to the Pricing Workbook or break apart the tabs of the workbook and submit as separate attachments.

3.9.5 All pricing submitted is considered the ceiling pricing for any given service item within the Pricing Workbook. Prices submitted for all items in the Pricing Workbook cannot be raised, but may be reduced, in the BAFO pricing submittal. Notwithstanding the foregoing, during the negotiation process, the Department reserves the right to negotiate bundled service components or subcomponents to achieve best value.

3.9.6 The completed Pricing Workbook contains the Offeror’s complete pricing compensation to implement, operate and maintain a fully functional statewide system in accordance with the Statement of Work.

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

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

3.10.1.1 The name, address and other information identifying the subcontractor;
3.10.1.2 Type of services to be performed by the subcontractor;
3.10.1.3 Time of performance for the identified service;
3.10.1.4 How the Contractor plans to monitor the subcontractor’s performance of the identified services;
3.10.1.5 Certification that the subcontractor has all licenses and county authority, as applicable, and/or has satisfied all legal requirements to provide the services to the Department. Also, the Contractor shall certify that the subcontractor is approved
by the Florida Department of State to transact business in the State of Florida. If
the subcontractor is an out-of-state company, it must have a Florida Certificate of
Authority from the Department of State, Division of Corporations, to transact
business in the State of Florida. For additional information, please visit the following
website:  www.sunbiz.org;

3.10.1.6 A copy of the written subcontract agreement; and
3.10.1.7 Acknowledgement from the subcontractor of the Contractor’s contractual obligation
to the Department and that the subcontractor agrees to comply with all terms and
conditions of the resulting Contract.

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

3.11  Cooperation with the Inspector General
Pursuant to section 20.055(5), Florida Statutes, the Contractor and any subcontractors understand
and will comply with their duty to cooperate with the inspector general in any investigation, audit,
inspection, review or hearing.

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## SECTION 4. SELECTION METHODOLOGY

### 4.1 Evaluation Criteria

The Evaluators will independently review and evaluate Tab 3 and 4 of the responsive Replies using the criteria listed below:

<table>
<thead>
<tr>
<th>Scoring Guidelines</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Understanding:</strong> The knowledge of and familiarity with the Communications Service, Support Services and Subscriber Units (project) and demonstrated comprehension of the requested individual components and the service layers as a whole.</td>
</tr>
<tr>
<td><strong>Functionality:</strong> The quality of having a practical use; the quality of being functional; the particular use or set of uses for which something is designed; the sum or any aspect of what a product can do for a user.</td>
</tr>
<tr>
<td><strong>Capability:</strong> The ability to meet the stated requirements through a set of controllable and measurable faculties, features, functions, processes, or services.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Assessment</th>
<th>Assessment Description</th>
<th>Evaluator Score</th>
</tr>
</thead>
</table>
| Poor       | • Gross lack of understanding of the project; or  
             • Below minimum required functionality; or  
             • Fails to demonstrate capability. | 0 |
| Marginal   | • Limited project understanding; or  
             • Partially addresses minimum required functionality; or  
             • Demonstrates limited capability. | 1 |
| Adequate   | • General understanding of the project; or  
             • Meets minimum required functionality; or  
             • Demonstrates acceptable capability. | 2 |
| Good       | • Above-average understanding of the project; or  
             • Partially exceeds minimum required functionality; or  
             • Demonstrates above-average capability. | 3 |
| Exceptional| • Superior understanding of the project; or  
             • Greatly exceeds minimum required functionality; or  
             • Demonstrates excellent and innovative capability. | 4 |
4.2 Evaluation of the Reply

4.2.1 Experience and Ability – Maximum 25 points
Evaluation of the Offeror's experience and ability to provide services will be based upon the information in Tab 3 of the Offer. Evaluators will score using Section 4.1 Evaluation Criteria. Evaluators will consider the following questions:

1) Has the Offeror demonstrated via the Reply that it has experience in performing contracts of similar size and scope for the Communications Service, Support Services and Subscriber Units sought?

2) How well did the Offeror convey the ability to provide the Communications Service, Support Services and Subscriber Units?

4.2.2 Reply to Statement of Work – Maximum 50 points

4.2.3 Pricing – Maximum 25 points
Evaluation of the Offeror's proposed pricing will be based upon Attachment E – Pricing Workbook.

1) Attachment E - Pricing Workbook will be used to populate Attachment K – Master Evaluation Scoring Workbook.

2) Attachment E – Pricing Workbook contains the instructions for completing the Pricing Workbook.

3) Attachment E – Pricing Workbook contains the following tabs:
   • Service & Integration
   • RAN
   • Dispatch
   • SU’s
   • Operations and Maintenance

4) The number of points for each Pricing Evaluation Category will be calculated using the formulas in Attachment K – Master Evaluation Scoring Workbook.

5) Pricing submitted in any other format other than Attachment E – Pricing Workbook will not be acceptable.

Evaluator scoring will not be used in determining responsiveness of Replies. The Department may select one or more Offerors with Replies within the competitive range with which to commence negotiations. The Department may publish a Notice of Intent to Negotiate with selected Offerors. Note: The evaluator scoring does not carry forward into negotiations.

THIS SPACE INTENTIONALLY LEFT BLANK
4.3 **Negotiations**

Selected Offeror(s) may be invited to provide more detailed clarifications of their replies, to provide interactive presentations of their replies and/or to enter into negotiations with the Department. The Department reserves the right to negotiate concurrently or sequentially with competing Offeror(s). Negotiations will not be open to the public, but will be recorded.

Negotiations will be conducted in Tallahassee, Florida. The Department reserves the right to schedule negotiations at a different location in the state. The Department may distribute an agenda in advance of any negotiation session. Representatives for each Offeror should plan to be available, at least by telephone, without interruptions, for the entirety of the Offeror’s scheduled negotiation meeting(s).

Negotiations will continue until acceptable terms and conditions are agreed upon through a final BAFO or it is determined that an acceptable agreement cannot be reached.

The Department reserves the right to end negotiations with any Offeror and continue with other Offeror(s).

**4.3.1 Other Department Rights During Negotiations**

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

- Schedule additional negotiation sessions with any or all responsive Offerors.
- Require any or all responsive Offerors to provide additional, revised or final written replies addressing specific topics, including modifications to the solicitation specifications, terms or conditions, or business references.
- Require any or all responsive Offerors to provide a written BAFO.
- Require any or all responsive Offerors to address services, prices, or conditions offered by any other Offeror.
- Pursue a contract with one or more responsive Offerors for the services encompassed by this solicitation, including any addendums thereto and any request for additional, revised or final written replies or request for best and final offers.
- Pursue the division of contracts between responsive Offerors by type of service or geographic area, or both.
- Arrive at an agreement with any responsive Offeror, finalize principal contract terms and conditions with such Offeror and terminate negotiations with any or all other responsive Offerors, regardless of the status of or scheduled negotiations with such other Offerors.
- Decline to conduct further negotiations with any Offeror.
- Re-open negotiations with any responsive Offeror.
- Take any additional, administrative steps deemed necessary in determining the final award, including additional fact-finding, evaluation or negotiation where necessary and consistent with the terms of this solicitation.
- Review and rely on relevant information contained in the Replies.
- Obtain and check references to assess the extent of success of the past projects. DMS also reserves the right to contact references not provided by the Respondent.
- Request pricing options or models different from the initial Pricing Workbook. This information may be used in negotiations to determine the best pricing solution to be used in the Contract.
- Offerors may be asked to provide business references. If so, the following guidelines apply:

  Furnish business/corporate references utilizing the Business/Corporate Reference form.
References should be directly relevant to the services in the solicitation and the forms should be complete.

References will not be accepted from:

- Current employees of DMS.
- Former employees of DMS within the past three years.
- Persons currently or formerly employed by the Offeror’s organization.
- Board members of the Offeror’s organization.
- Relatives of Offeror’s employees or Board members.
- Corporations based solely in a foreign country.
- A member of the Offeror’s organization, who has written, completed and submitted the form on behalf of the reference.

The Department has sole discretion in deciding whether and when to take any of the foregoing actions, the scope and manner of such actions, the responsive Offeror or Offerors affected and whether to provide concurrent public notice of such decision.

4.4 **Basis of Award**

If a contract(s) is awarded, the Contract(s) will be awarded to the responsible and responsive Vendor(s) whose BAFO is assessed as providing the best value to the State in accordance with Attachment L – Negotiator Scoring Workbook and Attachment M – Master Negotiation Scoring Workbook. The Department will consider the total cost for each year of the Contract, as submitted by the Offeror.

The Department reserves the right to accept or reject any and all replies or separable portions and to waive any minor irregularity, technicality or omission if the Department determines that doing so will serve the best interest of the state based on the selection criteria. An irregularity is not material and therefore, minor, when it does not give the Offeror a substantial advantage over other Offerors and thereby restrict or stifle competition. The Department has the right to use any or all ideas or adaptations of the ideas presented in any Offer. Selection or rejection of a Reply will not affect this right.

4.5 **Reply Disqualification**

Replies with alternate provisions and conditions that are contrary or inconsistent with the primary goals of the solicitation may be deemed non-responsive. The Department reserves the right to determine which Replies meet the requirements of this solicitation and which Offerors are responsive and responsible.
SECTION 5. AWARD

5.1 Rights for Award
The Department reserves the right to:

- Divide the work among Offerors by type of service, geographic area and/or both; and
- Award contracts for less than the entire service area, less than all services encompassed by this solicitation, or both.

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

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

THIS SPACE INTENTIONALLY LEFT BLANK
## FORM 1 – CONTACT INFORMATION

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

<table>
<thead>
<tr>
<th>Name</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Title</td>
<td></td>
</tr>
<tr>
<td>Company Name</td>
<td></td>
</tr>
<tr>
<td>Address</td>
<td></td>
</tr>
<tr>
<td>Telephone</td>
<td></td>
</tr>
<tr>
<td>Fax</td>
<td></td>
</tr>
<tr>
<td>E-mail</td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Name</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Title</td>
<td></td>
</tr>
<tr>
<td>Company Name</td>
<td></td>
</tr>
<tr>
<td>Address</td>
<td></td>
</tr>
<tr>
<td>Telephone</td>
<td></td>
</tr>
<tr>
<td>Fax</td>
<td></td>
</tr>
<tr>
<td>E-mail</td>
<td></td>
</tr>
</tbody>
</table>
FORM 2 - NOTICE OF CONFLICT OF INTEREST

Company Name ________________________________

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

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

_________________________________________  _______________________________________

_________________________________________  _______________________________________

_________________________________________  _______________________________________

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

_________________________________________  _______________________________________

_________________________________________  _______________________________________

_________________________________________  _______________________________________

Name of Offeror’s Organization ___________________________  Signature of Authorized Representative and Date ___________________________

Print Name ___________________________
FORM 3 - 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) and amount(s) of this Offer, and the preparation of the Offer. 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, Offer, or potential Offer.

2. Neither the price(s) nor the amount(s) of this Offer, and neither the approximate price(s) nor approximate amount(s) of this Offer, have been disclosed to any other firm or person who is a Provider, potential Provider, Offer, or potential Offer, and they will not be disclosed before the Reply 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 that the prices in this Offer, or to submit any intentionally high or noncompetitive price(s) or other form of complementary Offer.

4. The Reply from 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 Offer.

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 Offer, on any public contract, except as follows:

I state that I and 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 misstatement in this affidavit is, and shall be treated as, fraudulent concealment from the State of Florida of the true facts relating to the submission of Replies for this contract.

Dated this ________________ day of ________________ 2016.

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 ________________ 2016.

Notary Public: _________________________________________________

My Commission Expires: _________________________________________
FORM 4 - STATEMENT OF NO INVOLVEMENT

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

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

Name of Offeror’s Organization ____________________________ Signature of Authorized Representative and Date ____________________________

Print Name __________________________________________
FORM 5 - BUSINESS/CORPORATE REFERENCE
(Not to be completed unless requested by the Department)

This form must be completed by the person providing the reference. For purposes of completing this form, the Offeror currently or has previously provided services to your organization. Upon completion of this form, please return the original form to: Jesse Covell Tillman, Procurement Officer, Departmental Purchasing, Florida Department of Management Services, 4050 Esplanade Way, Suite 335, Tallahassee, FL 32399-0950

This business reference is for (Offeror’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 Offeror (e.g., subcontractor, customer, etc.).

How many years have you done business with the Offeror?

Please provide dates:

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

Did the Offeror act as a primary provider or as a subcontractor?

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

Have you experienced any contract performance problems with the Offeror’s organization?

Would you conduct business with the Offeror’s organization again?

Are there any additional comments you would like to make regarding the Offeror’s organization?

Dated this __________ day of __________ 2016.

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 __________ 2016.

Notary Public:

My Commission Expires:
FORM 6 – ADDENDUM ACKNOWLEDGEMENT

This acknowledgment form serves to confirm that the Offeror has reviewed and accepted all Addendum(s) to the solicitation posted on the Vendor Bid System.

Please list all Addendum(s) below.

____________________________________

____________________________________

____________________________________

____________________________________

____________________________________

Name of Offeror’s Organization __________________________ Signature of Authorized Representative and Date _________________

Print Name ________________________________
FORM 7 – SUBCONTRACTING

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

Please complete a separate sheet for each subcontractor.

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

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: __________________________

Acknowledgement from Offeror that this subcontractor has successfully complied with the "Subcontractor Acceptance Process": Yes ________   No ___________

W-9 verification: Yes ________   No ___________

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

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________
### Form 8 – Responsiveness Requirements

<table>
<thead>
<tr>
<th>Solicitation Section Reference</th>
<th>Responsiveness Requirements</th>
<th>Page Number of Reply</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.5.1</td>
<td>Reply was received by the date/time indicated in Subsection 2.3 Anticipated Timeline of Events. (To be determined by Department)</td>
<td>N/A</td>
</tr>
<tr>
<td>3.5.2</td>
<td>The person submitting the Reply and its pricing is authorized to respond to this solicitation on the Offeror's behalf. (Certifying by signature below)</td>
<td>N/A</td>
</tr>
<tr>
<td>3.5.3</td>
<td>The Offeror is not a Discriminatory Vendor or Convicted Vendor as defined in sections 7 and 8 of the PUR 1001 form. (Certifying by signature below)</td>
<td>N/A</td>
</tr>
<tr>
<td>3.5.4</td>
<td>The Offeror is in compliance with section 9 of the PUR 1001 form. (Certifying by signature below)</td>
<td>N/A</td>
</tr>
<tr>
<td>3.5.5</td>
<td>The Offeror is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. (Certifying by signature below)</td>
<td>N/A</td>
</tr>
<tr>
<td>3.5.6</td>
<td>The Offeror will, if awarded, submit to the Department, at least annually, the completed signed Preferred Pricing Affidavit as outlined in section 22 of Attachment B. (Certifying by signature below)</td>
<td>N/A</td>
</tr>
<tr>
<td>3.5.7</td>
<td>The Offeror has submitted a letter with this Reply, signed on or after July 1, 2016, from a surety company or bonding agent authorized to do business in the State of Florida and written on company letterhead that documents the Offeror's present ability to obtain a performance bond or irrevocable letter of credit in the amount of at least $35 million.</td>
<td></td>
</tr>
<tr>
<td>3.5.8</td>
<td>The Offeror has submitted the “Minimum Requirements” worksheet of Attachment C - Minimum Service / Technical Requirements workbook and has selected “Confirm” on this worksheet.</td>
<td></td>
</tr>
<tr>
<td>3.5.9</td>
<td>The Offeror has submitted proof of Articles of Incorporation, or other legal recognition as a business entity by a state or territory of the United States, and/or Florida Department of State registration.</td>
<td></td>
</tr>
</tbody>
</table>

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

______________________________
Name of Offeror’s Organization

______________________________
Printed Name of Organization's Authorized Representative

______________________________
Signature of Organization’s Authorized Representative

______________________________
Date
Preferred Pricing Affidavit

To be Signed at Contract Execution and Annually Thereafter
Regarding the Contract between
[TBD] (the “Contractor”)
And
State of Florida, Department of Management Services
Contract No.: DMS 15/16-018
Effective [TBD]

Pursuant to Section 22 of the Contract, the undersigned Contractor hereby attests that the Contractor is in compliance with the Preferred Pricing clause in the Contract.

Contractor Name: [TBD]

Contractor’s Federal Employer Identification Number (FEIN #): __________________________

Authorized Signature: ______________________________________________________________

Print Name: ________________________________________________________________

Title: _______________________________________________________________________

Date: _______________________________________________________________________

Sworn to (or affirmed) and subscribed before me on this ______ day of ______ by

________________________________________
(Signature of Notary)

Check One:
☐ Personally Known
☐ Produced the following ID
AFFIDAVIT OF NO OFFSHORING
To be Signed at Contract Execution
Regarding the ITN between
[TBD] (the “Contractor”)
And
State of Florida, Department of Management Services
Contract No.: DMS 15/16-018

Pursuant to Section 21 of the Contract, the undersigned Contractor hereby attests that the Contractor does not utilize offshore Subcontractors in the performance of this contract and is in compliance with the Subcontractor clause in the Contract.

Contractor Name: [TBD ]
Contractor’s Federal Employer Identification Number (FEIN #):

Authorized Signature: ________________________________

Print Name: ________________________________

Title: ________________________________

Date: ________________________________

Sworn to (or affirmed) and subscribed before me on this _____ day of _____ by

__________________________________________________________

(Signature of Notary)

Check One:
☐ Personally Known
☐ Produced the following ID _________