



4050 Esplanade Way  
Tallahassee, Florida 32399-0950  
Tel: 850.488.2786 | Fax: 850. 922.6149

Rick Scott, Governor

Chad Poppell, Secretary

**INVITATION TO NEGOTIATE (ITN)**  
**FOR**  
**INFORMATION TECHNOLOGY OPERATIONS**  
**AND MAINTENANCE SERVICES**  
**ITN NO: DMS 16/17-032**  
**THE STATE OF FLORIDA**  
**DEPARTMENT OF MANAGEMENT SERVICES**

Procurement Officer: Ashley Bridges  
Division of Departmental Purchasing  
Florida Department of Management Services  
4050 Esplanade Way, Suite 335.2X  
Tallahassee, FL 32399-0950  
Phone: (850) 488-0510  
Email: [DMS.Purchasing@dms.myflorida.com](mailto:DMS.Purchasing@dms.myflorida.com)

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

[http://www.dms.myflorida.com/agency\\_administration/general\\_counsel](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.

## TABLE OF CONTENTS

<b>SECTION 1. INTRODUCTION.....</b>	<b>4</b>
1.1 Solicitation Overview .....	4
1.2 Background .....	4
1.3 Term.....	7
1.4 Definitions .....	7
1.5 Special Accommodations .....	7
1.6 Procurement Officer .....	8
<b>SECTION 2. SOLICITATION PROCESS.....</b>	<b>8</b>
2.1 General Overview.....	8
2.2 Questions and Answers.....	8
2.3 Timeline of Events.....	8
2.4 Pre-Offer Conference .....	10
2.5 Addendum to the solicitation.....	10
2.6 Contract Formation.....	10
2.7 Disclosure of Offer Contents.....	10
2.8 Modification or Withdrawal of Offers .....	10
2.9 Diversity .....	10
<b>SECTION 3. GENERAL AND SPECIAL INSTRUCTIONS .....</b>	<b>10</b>
3.1 Introduction .....	10
3.2 MFMP Registration.....	11
3.3 Florida Substitute Form W-9 Process .....	11
3.4 How to Submit an Offer .....	11
3.5 Responsive Requirements .....	12
3.6 Contents of Offer .....	13
3.7 Redacted Submissions.....	15
3.8 Additional Information.....	15
3.9 Price Sheet Instructions.....	15
3.10 Subcontracting .....	16
3.11 Bid Conditions .....	16
<b>SECTION 4. SELECTION METHODOLOGY.....</b>	<b>17</b>
4.1 Evaluation Criteria: .....	17
4.2 Evaluation Scoring .....	17
4.3 Evaluation of the Offer.....	17
4.4 Negotiations .....	19
4.5 Basis of Award .....	20

4.6 Offer Disqualification .....21

**SECTION 5. AWARD** .....21

5.1 Agency Decision.....21

5.2 Rights for Award .....21

**ATTACHMENTS:**

- ATTACHMENT A – STATEMENT OF WORK
- ATTACHMENT B – DRAFT CONTRACT
- ATTACHMENT C – PRICE SHEET
- ATTACHMENT D – FLORIDA DIVISION OF RETIREMENT IRIS APPLICATION INTEGRATION DIAGRAM
- ATTACHMENT E – IRIS EXTERNAL INTERFACES
- ATTACHMENT F – EVALUATION SCORING CRITERIA
- ATTACHMENT G – COST SAVINGS AND VALUE ADDED WORKSHEET
- ATTACHMENT H – INDUSTRY EXPERIENCE AND ABILITY NARRATIVE
- ATTACHMENT I – ENHANCEMENT NARRATIVE
- ATTACHMENT J – CROSS-REFERENCE TABLE

**FORMS:**

- FORM 1 –CONTACT INFORMATION
- FORM 2 – NOTICE OF CONFLICT OF INTEREST
- FORM 3 – NON-COLLUSION AFFIDAVIT
- FORM 4 – STATEMENT OF NO INVOLVEMENT
- FORM 5 – ADDENDUM ACKNOWLEDGEMENT FORM
- FORM 6 - SUBCONTRACTING
- FORM 7 – RESPONSIVE REQUIREMENTS

**THIS SPACE INTENTIONALLY LEFT BLANK.**

## SECTION 1. INTRODUCTION

### 1.1 Solicitation Overview

The State of Florida, Department of Management Services (Department), Division of Retirement (Division) is issuing this solicitation to establish a contract for **Information Technology Operations and Maintenance (O&M) Services** as described more particularly in **ATTACHMENT A – STATEMENT OF WORK**. This solicitation will be administered through the Vendor Bid System (VBS). Vendors interested in submitting an Offer must comply with all terms and conditions described in this solicitation.

The Department intends to make a single award. However, the Department reserves the right to make multiple awards or to make no awards.

### 1.2 Background

The Department invites interested Vendors to submit responses in accordance with these solicitation documents. The purpose of this solicitation is to establish a contract for supplying Information Technology Management Services to the Division.

The Division administers the Florida Retirement System (FRS) Pension Plan and other statewide retirement systems, offering a wide range of information and administrative services to over 1 million active and retired members through more than 1,000 employing agencies. In addition, the Division monitors 491 local government retirement plans in Florida for actuarial soundness. These local plans provide retirement, death, and/or disability benefits for about 102,000 active members and nearly 89,000 retirees and beneficiaries. The Division also has oversight responsibility for the Municipal Police and Firefighters' Pension Plans authorized under Chapters 175 and 185 of the Florida Statutes.

The FRS was established in 1970 as a consolidated statewide retirement system for Florida's public employees. Today, the FRS is the primary retirement plan for employees of Florida's state and county government agencies, district school boards, and community colleges and universities, as well as for participating employees of the cities and independent special districts in Florida that have elected to join the system (dependent districts of participating local governments are compulsory participants). The FRS currently offers a defined benefit plan that provides retirement, disability, and death benefits for over 626,000 active members and over 377,000 retirees, surviving beneficiaries, and over 34,000 DROP participants. In addition, the FRS offers an integrated defined contribution plan alternative to the defined benefit plan with more than 112,000 members. There are also nonintegrated defined contribution plans offered to eligible employees through programs covering about 21,000 active members.

In 2001, the Division outsourced all information technology (IT) related functions. The Division's current contractor for IT Operations and Maintenance services is Deloitte Consulting LLP. This includes the maintenance, support, and enhancement of all existing custom applications, full-time administrative support of the Division's servers, network, and telecommunications infrastructure, and help desk support for the Division's approximately 200 employees. The Operations and Maintenance tasks have historically required approximately 27,000 hours per year. The Division has previously received approximately 13,000 enhancement hours per year. Note: The number of hours for Operations and Maintenance and enhancement services may not reflect the number of hours required under this Contract.

The current contract is due to expire December, 31, 2017. The Division intends to use the last 6 months of the current contract for transition services if necessary.

The Division maintains three core applications to administer the FRS. These are the internal line of business application, the online self-service website, and the customer relationship management application with integration points as illustrated in **Attachment D - Florida Division of Retirement IRIS Application Integration Diagram** and with external entities interfaces listed in **Attachment E - IRIS External Interfaces**. A description of the applications and core functionalities of each are provided below.

- **Integrated Retirement Information System (IRIS)** is a custom internal line of business application designed and developed to handle all essential business functions for the Division and to facilitate communication with employers, active members, retirees, and business partners. The application encompasses functionality to take a member of the FRS from the preliminary stages of employment to the end of employment, including retirement. The IRIS application has several modules that align with the organizational structure of the FRS. These modules include Benefit Payments, Benefit Calculations, and Enrollment and Contributions. At a high level, the application has the ability to track employer contributions for members on a monthly basis, calculate benefit estimates, process employee retirements such as DROP and service retirements, and issue warrants to retirees on both a monthly and weekly basis. The IRIS system generates information for multiple state agencies, numerous insurance companies, several optional provider companies, the Internal Revenue Service, and external business partners.
- **FRS Online** is a website that provides self-service functionality to members, retirees, agencies and other constituents. Members can view their service history as well as calculate their own benefit estimates. Retirees can view their payment history, deduction information, and 1099R information. Agencies can enroll employees, maintain and submit employer payroll reports, view contribution summaries, and submit online death notices. Insurance Companies can maintain deduction information for their participants.
- **Customer Relationship Management (CRM)** is a web based application that can be utilized to manage and analyze customer interactions with the FRS Contact Center. This application also provides the ability to log and work both phone and email activities/cases, and to import CRM cases to the IRIS application for further processing.

IRIS, FRS Online and CRM are made up and supported by several custom and third party software components. See **ATTACHMENT A – STATEMENT OF WORK, SECTION 3.1.3** for a list of the components and the corresponding technology used.

The Agency for State Technology (AST) both hosts and manages the data center activities. AST provides standard co-location services to the Division, including floor space, cooling, power and network bandwidth.

Below are the approximate number of errors/incidents for the last 12 months by severity that occurred during normal business hours.

- Critical Problem without Workaround
  - FRS Online – 2,
  - IRIS – 2,
  - CRM – 1,
  - Imaging and Workflow - 0

- Non-critical Problem with Workaround
  - FRS Online – 137,
  - IRIS – 412,
  - CRM -- 6,
  - Imaging and Workflow – 154

Note that these historical measures are not, and are not intended to be, aligned with the severity levels referenced in this procurement.

There is an automated monitoring system in place that alerts on call staff of issues (e.g. external file processing issue). For the past 12 months, there were approximately 0 – 5 incidents per month in each application.

The help desk provides technical support. There are currently 6 staff that make up the help desk. This includes 1 Manager, 2 System Administrators, 1 Helpdesk Coordinator and 2 desktop support staff. At this time, email and phone are the support medium. The ticket logging and reporting tool currently used is Service Desk Express. The total number of active users is currently 237. The Division does not track the number of active users that are utilizing the system on a daily basis. The average number of Help Desk tickets received in a given 12 month period has been 1796. Sixty-five percent are resolved by the Help Desk, the other 35% of the tickets have been assigned to someone on the application development team for resolution. The Help Desk team currently provides support for 567 reports, 228 forms, and the interfaces indicated in **Attachment E - IRIS External Interfaces**.

The Division uses a combination of commodity software monitoring tools and custom developed monitoring that include, but are not limited to: IPSentry, VMWare vCenter, SQL Monitoring (custom), VisualCron, SQL Diagnostic Manager, Oracle Enterprise Manager and various monitoring capabilities included with server and network hardware. The Version control software used for maintain the code is Microsoft Team Foundation Server (TFS).

Currently there are 3 software environments; Development, User Acceptance Testing, and Production.

In the last 5 years 534 change requests or system enhancements were implemented. The average for the last 2 years was approximately 9 per month.

The technology upgrades that occurred during the last 12 months include updates to the current self-service subsystem (FRS Online), enhancements and modifications to existing modules within IRIS, migrating certain modules from PowerBuilder to .NET, and reprogramming to implement new legislation.

The Division is constantly seeking ways to improve processes and enhance customer service. While there are no identified planned projects in upcoming years, enhancement ideas may include but not be limited to additional upgrades to FRS Online, continued module migration off the PowerBuilder platform, creating online retirement applications, and security tool implementation.

Currently the applications are developed based on the business needs of the Division. When needs are identified, the Division prioritizes these needs through an internal approval process. The development methodology currently in use is a traditional Systems Development Life Cycle (SDLC) process that involves requirements, design, prototyping, development, testing and implementation.

At present, the Division utilizes a mechanism known as System Investigation Requests (SIRs) as the work intake and tracking tool for service requests. SIRs are deployed through a weekly build process using Team Foundation Server and automated build scripts/tools. There were 141 deployments spanning 3 applications (FRS Online, IRIS and CRM) in the last 12 months. In the current approach, SIRs are typically handled as “single-threaded” development efforts, meaning that each SIR is processed as a standalone project. Therefore, there is currently no specified release roadmap and the deployment strategy is driven by the current SIR prioritization framework and processes.

The Division recognizes that the current approach is not efficient and effective when there are initiatives requiring related work in multiple areas of the system, where multiple SIRs might touch the same component, or where a single business objective drives multiple SIRs.

### **1.3 Term**

The initial term of the contract will be five years with up to five renewal years. The contract may only be renewed in accordance with section 287.057(13), Florida Statutes.

### **1.4 Definitions**

The following definitions apply to this solicitation, in addition to the definitions in the PUR 1000 and PUR 1001. Additional definitions may be found in the Statement of Work and in the draft Contract, **ATTACHMENT A – STATEMENT OF WORK** and **ATTACHMENT B – DRAFT CONTRACT**. In the event any conflict exists between the definitions in these documents, the following definitions shall prevail.

**1.4.1 Confidential Information** – Any portion of an Offeror’s documents, data, or records disclosed relating to its Offer that the Offeror claims is confidential and not subject to disclosure pursuant to chapter 119, Florida Statutes, the Florida Constitution or any other authority and is clearly marked “Confidential.”

**1.4.2 Contract** – Any binding agreement that results from this competitive procurement, if any, between the Department and the vendor. (This definition replaces the definition in the PUR 1000).

**1.4.3 Offer** – The formal response to an ITN. Also referred to as Response or Reply.

**1.4.4 Offeror** - A vendor who submits an Offer to this solicitation.

**1.4.5 State** – The State of Florida

**1.4.6 Vendor(s)** - An entity that is capable and in the business of providing a commodity or service similar to those within the solicitation.

### **1.5 Special Accommodations**

Any person requiring a special accommodation due to a disability should contact the Department’s Americans with Disabilities Act (ADA) Coordinator at (850) 488-0439. Requests for accommodation for meetings must be made at least 5 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).

**1.6 Procurement Officer**

The Procurement Officer is the **sole point of contact** as described in PUR 1001, Section 21.

**Procurement Officer for this solicitation is:**

Ashley Bridges, FCCM  
Purchasing Analyst  
Departmental Purchasing  
Florida Department of Management Services  
4050 Esplanade Way, Suite 335.2X  
Tallahassee, FL 32399-0950  
Phone: (850) 488-0510  
Email: [DMS.Purchasing@dms.myflorida.com](mailto:DMS.Purchasing@dms.myflorida.com)

**\*\*\*PLEASE INCLUDE THE SOLICITATION NUMBER IN THE SUBJECT LINE OF ALL EMAILS TO PROCUREMENT OFFICER. \*\*\***

**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. Offers are to be submitted by the deadline listed in the Timeline of Events.

The Department will hold a public opening of the Offers at the date, time and location below. The Department will hold an Evaluator public meeting to discuss scoring and recommend Vendor(s) to proceed to negotiations. Once negotiations have concluded and best and final offers have been received and reviewed, the Department will hold a Negotiation Team public meeting to recommend award to the Vendor(s) who offers 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**

Offerors will address all questions during the Question and Answer 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:

Question #	Vendor Name	ITN Section	ITN Page #	Question

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

Department answers to written inquiries 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. Offerors shall become familiar with the Timeline of Events. The dates and times within the Timeline of Events may be subject to



change. It is the Offeror's responsibility to check for any changes. All changes to the Timeline of Events will be made through an addendum to the solicitation. Offerors are responsible for submitting all required documentation by the dates and times specified below (Tallahassee, Florida Eastern Standard Time).

Timeline of Events	Event Time (ET)	Event Date
ITN posted on the VBS.		3/31/2017
Pre-Offer Conference (Non-Mandatory) Division of Retirement 1317 Winewood Building 8, Conference Room 313 Tallahassee, FL 32399 Conference Call Information: <b>1-888-670-3525</b> Participant Code: <b>5569023288#</b>	10:00 a.m.	4/6/2017
Deadline to submit questions to the Procurement Officer.	12:00 p.m.	4/10/2017
Department's anticipated posting of answers to Offeror's questions on the VBS.		4/17/2017
Deadline to submit Offer and all required documents to the Procurement Officer.	2:00 p.m.	5/1/2017
Public Opening. 4050 Esplanade Way, Conference Room 109 Tallahassee, FL 32399	2:30 p.m.	5/1/2017
Evaluations Conducted.		5/1/2017 - 5/15/2017
Public Meeting for Evaluators to confirm scores. 4050 Esplanade Way, Conference Room 109 Tallahassee, FL 32399 Conference Call Information: <b>1-888-670-3525</b> Participant Code: <b>5569023288#</b>	10:00 a.m.	5/22/2017
Anticipated date for Negotiations to be Conducted.		5/30/2017-6/12/2017
Public Meeting for Negotiation Team to recommend award. 4050 Esplanade Way, Conference Room 109 Tallahassee, FL 32399 Conference Call Information: <b>1-888-670-3525</b> Participant Code: <b>5569023288#</b>	10:00 a.m.	6/19/2017
Anticipated date to post Notice of Intent to Award.		6/19/2017
Anticipated contract start date.		7/1/2017

## **2.4 Pre-Offer Conference**

The pre-offer conference will be held at the location referenced in the Timeline of Events. Attendance is not mandatory; however Offerors are strongly encouraged to attend.

## **2.5 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 the Offeror to check the Vendor Bid System for any changes.

## **2.6 Contract Formation**

The Contract will consist of **The ITN, ATTACHMENT A – STATEMENT OF WORK, ATTACHMENT B – CONTRACT, ATTACHMENT C - PRICE SHEET**, and the final **Best and Final Offer (BAFO)**, or, if no BAFO, the Offeror's final Response, as submitted by the awarded Offeror(s), and agreed upon by the Department upon which the award was based. No additional documents submitted by an Offeror will be incorporated in the Contract. During the solicitation period, the Department may specifically identify and incorporate by reference any additional documents which are to be incorporated into the Contract.

The General Contract Conditions are the PUR 1000, 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](http://www.dms.myflorida.com/business_operations/state_purchasing/documents_forms_references_resources/purchasing_forms)

## **2.7 Disclosure of Offer Contents**

All documentation produced as part of any ITN will become the exclusive property of the Department and will not be returned to the Offeror unless withdrawn prior to the ITN opening in accordance with the Modification or Withdrawal of Offer section.

## **2.8 Modification or Withdrawal of Offers**

Offerors may modify the Offer at any time prior to the ITN due date by sending the modified Offer to the Procurement Officer. An Offer may be withdrawn by notifying the Procurement Officer in writing before the ITN opening.

## **2.9 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 Offerors 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.

## **SECTION 3. GENERAL AND SPECIAL INSTRUCTIONS**

### **3.1 Introduction**

This section contains the General Instructions and Special Instructions to Offerors.

The General Instructions to Offerors 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](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 a conflict between the General Instructions and the Special Instructions, the Special Instructions control.

**Sections 3, 5, and 14 of the PUR 1001 (General Instructions) are inapplicable and are replaced as follows:**

**Section 3. Electronic Submission of Offers**

Offers shall be submitted in accordance with **SECTION 3.4**, How to Submit an Offer, of this solicitation.

**Section 5. Questions**

Questions shall be submitted in accordance with the SECTION 2.2, Questions and Answers, of this solicitation.

**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 this 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 PUR 1000**, unless an exemption has been requested and approved prior to the award of the contract pursuant to Rule 60A-1.031 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 complete this process prior to Contract execution.

**3.4 How to Submit an Offer**

Submit an Offer as follows:

**3.4.1 Tabs 1 through 3 of Section 3.6 of this ITN**

**3.4.1.1** One original version (hard copy) of the Technical portion of the Offer marked as "Original" with eight (8) copies.

**3.4.1.2** One copy of the entire Technical portion of the Offer in Adobe (.pdf) (this should be a searchable document), on a thumb drive. Large files may be included on separate thumb drives but must be properly labeled (Tab 1, Tab 2 etc.).

### 3.4.2 Tabs 4, 5, and 6 of subsection 3.6 of this ITN

The contents of tabs 4 (Price Sheet), 5 (Response to Subsection 6.1 of the Statement of Work), and 6 (Response to Attachment G) of Section 3.6 of this ITN are to be submitted in a separate **Sealed Envelope** from the Technical portion of the Offer as follows.

**3.4.2.1** One original version (hard copy) of **the contents of tabs 4, 5, and 6 of subsection 3.6 of this ITN** marked as "Original" with eight copies.

**3.4.2.2** One copy of **the contents of tabs 4, 5, and 6 of subsection 3.6 of this ITN** for the Offer in Adobe (.pdf) (this should be a searchable document) and a copy of **ATTACHMENT C – PRICE SHEET** and **ATTACHMENT G - COST SAVINGS AND VALUE ADDED WORKSHEET** in Excel (.xls or .xlsx).

### 3.4.3 Redacted Copy

**3.4.3.1** One REDACTED scanned copy of the Offer, if applicable.

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

Offers are to be submitted to the Procurement Officer at the address listed in the Procurement Officer section.

Offers that fail to submit all required information may be deemed non-responsive. Offers are to be prepared simply and economically, providing a straightforward, concise delineation of the contractor's capabilities to satisfy the requirements of this solicitation. The emphasis of each Offer should be on completeness and clarity of content.

## 3.5 Responsive Requirements

Offerors shall provide the required documentation and certifications requested in this section and submit a completed Responsive Requirements, Form 7. An Offeror must meet the minimum qualifications listed in this solicitation in order to be considered for award. **The Department will not review Offers from Offerors who do not meet the minimum requirements listed below.**

**3.5.1** The Offeror must certify that the person submitting the Offer and its pricing is authorized to respond to this solicitation on the Offeror's behalf.

**3.5.2** 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>

**3.5.3** 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>

- 3.5.4** 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.

[https://www.sbafla.com/fsb/Portals/FSB/Content/Performance/Quarterly/2016\\_08\\_02\\_Web\\_Update\\_Prohibited\\_List.pdf](https://www.sbafla.com/fsb/Portals/FSB/Content/Performance/Quarterly/2016_08_02_Web_Update_Prohibited_List.pdf)

- 3.5.5** 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 17 of the Contract.

**NOTE: The certifications required in subsections 3.5.1, 3.5.2, 3.5.3, 3.5.4, and 3.5.5 are to be accomplished through the execution of Form 7.**

- 3.5.6** Offeror must provide its completed Attachment C – Price Sheet, **with a price in every orange highlighted cell below the instructions.**

**NOTE:** Offerors are not permitted to apply any conditions to any aspect of the ITN. ANY CONDITIONS PLACED ON ANY ASPECT OF THE REPLY DOCUMENTS BY AN OFFEROR MAY RESULT IN THE RESPONSE BEING REJECTED AS A CONDITIONAL BID. Do not make changes anywhere on the procurement document, and do not add conditions to your response.

- 3.5.7** The Offeror must submit a letter, signed on or after January 1, 2017, from a surety company or bonding agent authorized to do business in the State of Florida and written on the surety company or bonding agent letterhead that documents the Offeror's present ability to obtain a performance bond or irrevocable letter of credit in the amount of at least ten percent (10%) of the annual contract amount as bid by the Offeror.

- 3.5.8** 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, Florida Statutes, out-of-state corporations are required to obtain a Florida Certificate of Authorization pursuant to Section 607.1503(1), Florida Statutes, 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 (7) business days of notice of award, should the Offeror be awarded.

Website: [www.sunbiz.org](http://www.sunbiz.org)

### **3.6 Contents of Offer**

Offers are to be organized in sections as directed below. Complete each section entirely or the Offer 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 Offer 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) Contact information for primary point of contact
- d) Federal Employer Identification (FEID) Number

**Tab 2** Completed 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 5 – ADDENDUM ACKNOWLEDGEMENT FORM
- FORM 6 – SUBCONTRACTING
- FORM 7 – RESPONSIVE REQUIREMENTS

Surety or bonding letter or letter of credit (see Subsection 3.5.7)  
Business Entity Documents (see Subsection 3.5.8)

ATTACHMENT J – CROSS-REFERENCE TABLE

**Tab 3** Response to the ITN:

Please provide the following information in the Offer which will be evaluated against the criteria listed in the Selection Methodology section.

- Response to **ATTACHMENT H – INDUSTRY EXPERIENCE AND ABILITY NARRATIVE.**
- Offeror’s Technical Response:
  - Offeror’s Response to the Statement of Work:  
Fully describe the Offeror’s plan to perform the services set forth in **ATTACHMENT A - STATEMENT OF WORK** and provide any information requested in the Statement of Work. This should include the Offeror’s detailed approach or method to provide the services detailed in the following sections of the Statement of Work:
    - Subsections 1.7, 1.8, 1.9, and 1.10
    - Sections 2
  - The Offeror’s Technical Response is to include resumes for each of the Key Staff identified in Subsection 1.10.2 of **ATTACHMENT A - STATEMENT OF WORK.**
  - Response to **ATTACHMENT I – ENHANCEMENT NARRATIVE.**

**Tab 4** **ATTACHMENT C – PRICE SHEET**

Offerors shall submit the Price Sheet as specified in **SECTION 3.9** and in the instructions of the price sheet.

**Tab 5** Response to Subsection 6.1 (Beginning of Contract Transition Plan and Services) of **ATTACHMENT A – STATEMENT OF WORK**

**Tab 6** The Offeror’s **ATTACHMENT G – COST SAVINGS AND VALUE ADDED WORKSHEET**

### 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 Offer to this solicitation to be confidential, proprietary, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority, Offeror is to mark the document as "Confidential" and simultaneously provide the Department with a separate redacted copy of its Offer. Include the specific statutory citation for such exemption. On the redacted copy provide the Department's solicitation name, number and the Offeror's name on the cover and clearly title it as, "Redacted Copy." Only redact those portions of material that the Offeror claims is 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, Florida Statutes, 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, Florida Statutes, 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 shall be responsible for defending its determination that the redacted portions of its Offer 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.

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 Offer are confidential, proprietary, trade secret or otherwise not subject to disclosure. **If the Offeror fails to submit a redacted copy of information it claims is confidential, the Department will not be held responsible for producing 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 and the Offeror shall provide, supporting information or documentation. Failure to supply supporting information or documentation as required and requested may result in the Offer being deemed non-responsive.

### 3.9 Price Sheet Instructions

**3.9.1** The Offeror shall submit completed Price Sheet (ATTACHMENT C) including the prices for initial and renewal years.

**3.9.2** The Offeror shall provide a price(s) in each orange highlighted cell of each Price Sheet submitted. **FAILURE TO PROVIDE A PRICE IN EACH ORANGE HIGHLIGHTED CELL MAY RESULT IN THE DEPARTMENT DEEMING THE OFFEROR'S PRICE SHEET(S) NON-RESPONSIVE.**

**3.9.3** The Offeror is to use legible handwriting, if applicable, when completing the Price Sheet(s).

**3.9.4** If mathematical error(s) in an Offeror's price sheet calculations are identified by the Department, unit prices submitted by the Offeror will be used to determine the total price for that Offeror. Pursuant to section 15 of the PUR 1001, the Department may seek to clarify prices with the Vendor and, if applicable, obtain corrected price sheets.

**3.9.5** Offerors are not permitted to apply any conditions to any aspect of the ITN. ANY CONDITIONS PLACED ON ANY ASPECT OF THE REPLY DOCUMENTS BY AN OFFEROR MAY RESULT IN THE RESPONSE BEING REJECTED AS A CONDITIONAL BID. Do not make changes anywhere on the procurement document, and do not add conditions to your response.

### **3.10 Subcontracting**

The Contractor shall be fully responsible for all work performed under the Contract. Any Contractor shall use only those subcontractors specifically identified in FORM 6 - SUBCONTRACTING of the Offer, except as permitted below. See **SECTION 5 of ATTACHMENT A - STATEMENT OF WORK** for additional requirements related to subcontracting.

#### **3.10.1 Subcontracting after Contract Execution**

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

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

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

### **3.11 Bid Conditions**

Offerors are not permitted to apply any conditions to any aspect of the ITN. ANY CONDITIONS PLACED ON ANY ASPECT OF THE REPLY DOCUMENTS BY AN OFFEROR MAY RESULT IN



THE RESPONSE BEING REJECTED AS A CONDITIONAL BID. Do not make changes anywhere on the procurement document, and do not add conditions to your response.

## **SECTION 4. SELECTION METHODOLOGY**

### **4.1 Evaluation Criteria**

Points will be awarded based on the **ATTACHMENT F - Evaluation Scoring Criteria**.

### **4.2 Evaluation Scoring**

Industry Experience and Ability (Response to **ATTACHMENT H**): 40 Points Max

Offeror's Technical Response: 100 Points Max

- Response to the Statement of Work:
  - Operations and Maintenance Tasks & Disaster Recovery (Response to subsections 1.7 and 1.8 of the Statement of Work): 35 Points Max
  - Enhancements – System Development Life Cycle (Response to subsection 1.9 of the Statement of Work): 25 Points Max
  - Staffing (Response to subsection 1.10 of the Statement of Work): 20 Points Max
  - Offeror's Response to Contractor Deliverables (Response to Section 2 of the Statement of Work): 10 Points Max
  
- Enhancement Narrative (Response to **ATTACHMENT I**): 10 Points Max

Pricing Response (**ATTACHMENT C – PRICE SHEET**): 60 Points Max

**MAXIMUM POINTS AVAILABLE: 200 Points**

### **4.3 Evaluation of the Offer**

Evaluation of the Offer will be based upon information contained in the entire Offer, but primarily on the information contained in **Tab 3** of the Offer. The Department may select one or more Offerors within the competitive range with which to commence negotiations with.

#### **4.3.1 Industry Experience and Ability, based on the Offeror's response to Attachment H – Industry Experience and Ability Narrative.**

Evaluators will consider the following questions:

- a. Has the Offeror's narrative demonstrated that the Offeror has experience in performing contracts similar in size, duration, and scope to IRIS, FRS Online, CRM, and other system components as set forth in Table 1 in subsection 3.1.3 of the Statement of Work (collectively referred to herein as "the System").
- b. How well did the Offeror's narrative convey the Offeror's ability, based on its experience, to deliver the services sought via the ITN?
- c. How well does the Offeror's narrative demonstrate the Offeror's ability, based on its corporate stability and financial strength, to handle a contract of this scope and size?
- d. How well does the Offeror's narrative demonstrate the Offeror's industry experience and ability to update and create efficiencies to systems similar in size and scope to the System, including updates and efficiencies similar to the enhancement goals listed in Part II of **ATTACHMENT H**?

#### 4.3.2 Offeror's Technical Response, based on the Offeror's Responses to Attachment A – Statement of Work and Attachment I – Enhancement Narrative.

Evaluators will consider the following questions:

- Offeror's Response to the Attachment A - Statement of Work
  - **Operations and Maintenance Tasks & Disaster Recovery:**
    - a. How well does the Offeror demonstrate an understanding of the services to be procured through this solicitation?
    - b. How well does the Offer meet the technical needs contained within this solicitation?
  - **Enhancements – System Development Life Cycle:**
    - a. How well does the Offeror demonstrate an understanding of the services to be procured through this solicitation?
    - b. How well does the Offer meet the technical needs contained within this solicitation?
  - **Staffing**
    - a. Does the proposed staffing structure include the necessary staff with the relevant qualifications and experience to manage a contract of this scope and size?
    - b. Does the Offeror's Offer demonstrate adequate staffing with appropriate professional certifications and credentials necessary to perform the services?
    - c. Does the Offeror's proposed Key Staff's resumes and proposed staffing model meet the technical and business needs necessary to provide all of services identified in this Statement of Work?
  - **Offeror's Response to Contractor Deliverables**
    - a. How well does the Offeror demonstrate an understanding of the Division's deliverable needs to be provided in this solicitation?
    - b. How well does the Offer's proposed deliverables meet the Division's needs as contained within Attachment A – Statement of Work, section 2 of this solicitation?
- Offeror's Response to Attachment I – Enhancement Narrative
  - a. How well does the Offeror's narrative, in response to Attachment I – Enhancement Narrative, address the enhancement goals listed in that Attachment?
  - b. How well does the Offeror's narrative, in response to Attachment I – Enhancement Narrative, address the approach and method that would be used to provide the proposed enhancements described in the Offeror's response to that Attachment?

#### 4.3.3 ATTACHMENT C - PRICE SHEET (60 available points).

The Procurement Officer will score the Offeror's pricing as submitted in **Attachment C – Price Sheet**. The scores will be awarded as explained below.

Scores will be awarded for sections a. through d.:

- a. Initial Contract Term Price for O&M (25 Max Points)

Price for Year 1 + Year 2 + Year 3 + Year 4 + Year 5 = Overall Sum for a

- b. Renewal Years Price for O&M (15 Max Points)

Price for Year 1 + Year 2 + Year 3 + Year 4 + Year 5 = Overall Sum for b

- c. Initial Contract Term Blended Rate Price Enhancements (10 Max Points)

Blended Rate of Year 1 + Year 2 + Year 3 + Year 4 + Year 5 = Overall Sum for c

- d. Renewal Years Blended Rate Price for Enhancements (10 Max Points)

Blended Rate of Year 1 + Year 2 + Year 3 + Year 4 + Year 5 = Overall Sum for d

The Offeror with the lowest overall sum for the section (a, b, c, or d) will receive the maximum points allowed. Each additional Offeror will be awarded the fraction of the maximum points allowed relative to the lowest overall sum for that section. Evaluation of the Offeror's pricing will be based on the formula below as applied to a. through d.:

$(\text{Lowest Overall Sum for a}) / (\text{Offeror's Overall Sum for a}) \times (\# \text{ Max Points for a}) = \text{Points Awarded for a}$

$(\text{Lowest Overall Sum for b}) / (\text{Offeror's Overall Sum for b}) \times (\# \text{ Max Points for b}) = \text{Points Awarded for b}$

$(\text{Lowest Overall Sum for c}) / (\text{Offeror's Overall Sum for c}) \times (\# \text{ Max Points for c}) = \text{Points Awarded for c}$

$(\text{Lowest Overall Sum for d}) / (\text{Offeror's Overall Sum for d}) \times (\# \text{ Max Points for d}) = \text{Points Awarded for d}$

**$(\text{Points Awarded for a}) + (\text{Points Awarded for b}) + (\text{Points Awarded for c}) + (\text{Points Awarded for d}) = \text{Total Points Awarded}$**

The Total Points Awarded will be the Offeror's Pricing Score.

#### 4.4 Negotiations

Responsible and Responsive Offerors within the competitive range may be invited to provide more detailed clarifications of their Offers, to provide interactive presentations of their solution and 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.

Negotiation meetings 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 negotiation sessions. 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).

#### **4.4.1 Beginning of Contract (BOC) Transition Services**

This section will be reviewed to determine whether the Offeror's plan for transition services provides a feasible approach in the Offeror's proposed solution.

#### **4.4.2 Other Department Rights During Negotiations**

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

- Schedule additional negotiating sessions with any or all responsive vendors.
- Require any or all responsive vendors to provide additional, revised or final written replies or information addressing specific topics.
- Set a minimum number of enhancement hours to be provided by the Contractor during the contract that may be no higher than 5,000 hours per year.
- Develop tiered pricing for the blended hourly rate for enhancement hours.
- Develop discount pricing based on the total volume of enhancement hours during a specified time period.
- Develop financial consequences related to the Contractor's failure to perform the minimum enhancement hours, if any.
- Require any or all responsive vendors to provide a written BAFO or revised replies.
- Require any or all responsive vendors to address services, prices, or conditions offered by any other vendor.
- Pursue a contract with one or more responsive vendors 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 vendors by type of service or geographic area, or both.
- Arrive at an agreement with any responsive vendor, finalize principal contract terms and conditions with such vendor and terminate negotiations with any or all other vendors, regardless of the status of or scheduled negotiations with such other vendors.
- Decline to conduct further negotiations with any vendor.
- Re-open negotiations with any vendor.
- 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 offers.

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 vendor or vendors affected and whether to provide concurrent public notice of such decision.

#### **4.5 Basis of Award**

The Department intends to award a contract to the responsible and responsive Vendor(s) whose BAFO the Department determines will provide the best value to the State based on the selection criteria: Industry Experience and Ability, Technical Response, and Price. The Department will consider the total cost for each year of the Contract, including initial and renewal years, as submitted by the Offeror.

The Department has the right to use any or all ideas or adaptations of the ideas presented in any Offer. Selection or rejection of an Offer will not affect this right.

The Department reserves the right to award as determined to be the best value to the state and to accept or reject any and all Offers or separable portions and to waive any minor irregularity if the

Department determines that doing so will serve the best interest of the state. 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.

#### **4.6 Offer Disqualification**

Offers that do not conform in all material respects to the solicitation or fail to include all required information, documents or materials may be rejected as non-responsive. Offers that contain provisions that are contrary to the requirements of the solicitation are not permitted. Offers with alternate provisions and conditions that are not consistent with the primary goals of the solicitation may be deemed non-responsive. Vendors whose past performance or current status does not reflect the capability in all respects to fully perform the contract requirements, or does not reflect the integrity or reliability that will assure good faith performance of the contract will be deemed non-responsive and their Offer found non-responsive. The Department reserves the right to determine which Offers conform in all material respects to the solicitation and which Vendors are responsive and responsible.

### **SECTION 5. AWARD**

#### **5.1 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 Offers, 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).

#### **5.2 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.

**THE REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**FORM 1 – CONTACT INFORMATION**

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

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):

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

\_\_\_\_\_  
Name of Offeror's Organization

\_\_\_\_\_  
Signature of Authorized Representative and Date

\_\_\_\_\_  
Print Name

**FORM 2 - NOTICE OF CONFLICT OF INTEREST**

**Company Name** \_\_\_\_\_

For the purpose of participating in the solicitation process and complying with the provisions of Chapter 112, Florida Statutes, the company states 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 of Florida employees who own an interest of ten percent (10%) 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 Offer have been arrived at independently and without consultation, communication or agreement with any other vendor or potential vendor, Offeror, potential offeror, 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 vendor, potential vendor, Offeror or potential offeror Offer, or potential Offer, and they will not be disclosed before Offer opening.
3. No attempt has been made or will be made to induce any firm or persons to refrain from submitting an Offer 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 Offer 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 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 Offer 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 Offers for this contract.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2017.

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 \_\_\_\_\_ 2017.

Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



**FORM 4 - STATEMENT OF NO INVOLVEMENT**

I, \_\_\_\_\_, as an authorized representative of the proposing company, certify that no member of this company nor any person having any interest in this company has been involved with the Department of Management Services to assist it in:

- 1. Developing this solicitation; or,
- 2. Performing a feasibility study concerning the statement of work, if applicable.

\_\_\_\_\_  
Name of Offeror's Organization

\_\_\_\_\_  
Signature of Authorized Representative and Date

\_\_\_\_\_  
Print Name

**FORM 5 – ADDENDUM ACKNOWLEDGEMENT FORM**

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 (VBS).

Please list all Addendum(s) below.

---

---

---

---

---

---

---

---

Name of Offeror's Organization

---

Signature of Authorized Representative and Date

---

Print Name

**FORM 6 – SUBCONTRACTING**

The Offeror shall 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, vendors 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), Women-Owned Business  
(WBE) or Veteran-Owned Business?    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 statement of work outlined in this solicitation.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**FORM 7 – RESPONSIVE REQUIREMENTS**

<b>SOLICITATION SECTION REFERENCE</b>	<b>RESPONSIVE REQUIREMENTS</b>	<b>VENDOR PAGE # OF OFFER</b>
3.5.1	The Offeror certifies that the Offeror or person submitting the Offer and its pricing on the Offeror's behalf is authorized to respond to this solicitation on the Offeror's behalf.	N/A
3.5.2	The Offeror certifies that Offeror is not a Discriminatory Vendor or Convicted Vendor as defined in <b>SECTIONS 7 and 8 of the PUR 1001</b> form.  <a href="http://www.dms.myflorida.com/content/download/2934/11780/1001.pdf">http://www.dms.myflorida.com/content/download/2934/11780/1001.pdf</a>	N/A
3.5.3	The Offeror certifies that the Offeror is in compliance with <b>SECTION 9 of the PUR 1001</b> form.  <a href="http://www.dms.myflorida.com/content/download/2934/11780/1001.pdf">http://www.dms.myflorida.com/content/download/2934/11780/1001.pdf</a>	N/A
3.5.4	The Offeror certifies 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.  <a href="https://www.sbafla.com/fsb/Portals/FSB/Content/Performance/Quarterly/2016_08_02_Web_Update_Prohibited_List.pdf">https://www.sbafla.com/fsb/Portals/FSB/Content/Performance/Quarterly/2016_08_02_Web_Update_Prohibited_List.pdf</a>	N/A
3.5.5	The Offeror certifies that the Offeror will, if awarded, submit to the Department, at least annually, the completed signed Preferred Pricing Affidavit as outlined in <b>SECTION 17</b> of the Contract.	N/A
3.5.6	The Offeror has provided its completed Attachment C – Price Sheet, with a price in every orange highlighted cell below the instructions.  <b>NOTE:</b> Offerors are not permitted to apply any conditions to any aspect of the ITN. ANY CONDITIONS PLACED ON ANY ASPECT OF THE REPLY DOCUMENTS BY AN OFFEROR MAY RESULT IN THE RESPONSE BEING REJECTED AS A CONDITIONAL BID. Do not make changes anywhere on the procurement document, and do not add conditions to your response.	
3.5.7	The Offeror has submitted a letter, signed on or after January 1, 2017, from a surety company or bonding agent authorized to do business in the State of Florida and written on the surety company or bonding agent letterhead that documents the Offeror's present ability to obtain a performance bond or irrevocable letter of credit in the amount of at least ten percent of the annual contract amount as bid by the Offeror.	

3.5.8	<p>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.</p> <p><b>NOTE:</b> Pursuant to Section 607.1501, Florida Statutes, out-of-state corporations are required to obtain a Florida Certificate of Authorization pursuant to Section 607.1503(1), Florida Statutes, 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: <a href="http://www.sunbiz.org">www.sunbiz.org</a></p>	
-------	--	--

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  
Regarding the Contract between  
[TBD] (the "Contractor")  
And  
State of Florida, Department of Management Services  
Contract No.: DMS 16/17-032  
Effective [TBD]**

Pursuant to Section 17 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

**Staffing Affidavit  
Regarding the ITN between  
[TBD] (the "Contractor")  
And  
State of Florida, Department of Management Services  
Contract No.: DMS 16/17-032**

The undersigned Contractor hereby attests that the Contractor is only utilizing offshore staffing in the performance of this contract as provided in subsection 1.10.7 of the Statement of Work, and is in compliance with the Subcontractor clause in section 5 of the Statement of Work.

**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 \_\_\_\_\_