



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

Ron DeSantis, Governor
Jonathan R. Satter, Secretary

**INVITATION TO NEGOTIATE (ITN)
FOR
MAINTENANCE, MONITORING, TESTING AND INSPECTIONS OF FIRE
ALARM, ACCESS AND SECURITY SYSTEMS**

ITN NO: DMS-19/20-063

**THE STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES**

Procurement Officer: Caitlen Boles
Departmental Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 335.1X
Tallahassee, FL 32399-0950
Phone: (850) 410-1423
Email: DMS.Purchasing@dms.myflorida.com

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

Department of Management Services
Office of the General Counsel
4050 Esplanade Way, Suite 160
Tallahassee, FL 32399-0950

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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- ATTACHMENT B – FACILITY LIST AND SITE VISITS
- ATTACHMENT C – TALLAHASSEE EQUIPMENT LIST (See ITN Section 2.2)
- ATTACHMENT D – REGIONAL EQUIPMENT LIST (See ITN Section 2.2)
- ATTACHMENT E – TALLAHASSEE TECHNICAL SPECIFICATIONS (See ITN Section 2.2)
- ATTACHMENT F – REGIONAL TECHNICAL SPECIFICATIONS (See ITN Section 2.2)

Required 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 – BUSINESS/CORPORATE REFERENCE FORM
- FORM 6 – ADDENDUM ACKNOWLEDGEMENT FORM
- FORM 7 – SUBCONTRACTING
- FORM 8 – RESPONSIVE REQUIREMENTS
- FORM 9 – CONFIDENTIALITY AFFADAVIT
- FORM 10 – RESPONDENT CERTIFICATION
- FORM 11 – AFFIDAVIT OF PREFERRED PRICING

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SECTION 1. INTRODUCTION

1.1 Solicitation Overview

The State of Florida, Department of Management Services (Department or DMS), Division of Real Estate Development and Management (REDM) is issuing this solicitation to establish Contract(s) for the maintenance, monitoring, testing and inspections of fire alarm, access and security systems statewide. This solicitation will be administered through the Vendor Bid System (VBS). Vendors interested in submitting a Reply must comply with all terms and conditions described in this solicitation.

The Department is seeking a qualified Respondent(s) to provide maintenance, monitoring, testing, and inspections of fire alarm, access and security systems for the facilities identified in Attachment B – Facility List and Site Visits, which are differentiated between Tallahassee Facilities and Regional Facilities.

This solicitation has an estimated annual spend of \$450,000.00 for all facilities. This figure is provided for informational purposes only and should not be construed as representing actual, guaranteed or minimum spend under any new contract. The Department intends to make multiple awards under this solicitation to at least one (1) Respondent for Tallahassee Facilities and at least one (1) Respondent for Regional Facilities. However, the Department reserves the right to make a single award for all facilities or to make no awards.

1.2 Background

The Department last issued an Invitation to Negotiate (ITN) for these services in 2009. The Tallahassee facilities contracts expire on June 30, 2019, and the Regional facilities contract expires on August 31, 2020.

1.3 Goals of this ITN

Through this solicitation, the Department will explore the experience and capabilities of Respondents, as well as prospective solutions and associated costs. The Department seeks to elicit facts about such experience and capabilities so as:

- a) To establish a Contract(s) to provide maintenance, monitoring, testing and inspections of fire alarm, access, and security systems in the Florida facilities;
- b) To establish a Contract(s) that provides an effective pricing structure that accounts for the unique service needs of each facility and allows the Department to add services to new facilities in the future; and
- c) To establish a Contract(s) that will provide best value to the State by seeking the highest overall value to the state based on factors that include, without limitation, price, quality, design, and workmanship relative to safety, security, and ease of administration.

1.4 Term

The initial term of the Contract(s) will be five (5) years with up to five (5) renewal years. The Contract may only be renewed in accordance with section 287.057(13), Florida Statutes. Any renewals shall be contingent upon satisfactory performance evaluations by the Department and subject to the availability of funds.

1.5 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 Attachment A - Contract.

1.5.1 Confidential Information – Any portion of a Respondent’s documents, data or records disclosed relating to its Reply that the Respondent 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.”

1.5.2 Contract – A 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.).

1.5.3 Contractor – The vendor that enters into a Contract as a result of this solicitation.

1.5.4 Reply – A Respondent’s formal response to an ITN.

1.5.5 Respondent - A Vendor who submits a Reply to this ITN.

1.5.6 State – The State of Florida

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

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, Section 21.

Procurement Officer for this solicitation is:
Caitlen Boles, Procurement Officer
Division of Departmental Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 335.1X
Tallahassee, FL 32399-0950
Phone: (850) 410-1423
Email: DMS.Purchasing@dms.myflorida.com

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

1.8 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 Respondent’s responsibility to check for any changes. All changes to the Timeline of Events will be made through addendums to the solicitation on the VBS. Respondents are responsible for submitting all required documentation by the dates and times (Eastern Time) specified below (or as revised by addenda). The Department will not consider late submittals.

Timeline of Events	Event Time (ET)	Event Date
ITN posted on the VBS.		June 2, 2020
Respondent deadline to submit Form 9 – Confidentiality Affidavit and Form 10 – Respondent Certification to the Procurement Officer.	5:00 pm	June 11, 2020
Department’s anticipated date of shipping, via overnight delivery, of Attachment C – Tallahassee Equipment List, Attachment D – Regional Equipment List, Attachment E – Tallahassee Technical Specifications and Attachment F – Regional Technical Specifications.		June 12, 2020
Mandatory Site Visits (Contact Facility Manager listed in Attachment B to Schedule)		June 15, 2020 – June 29, 2020
Deadline to submit questions to the Procurement Officer.	5:00 pm	July 1, 2020
Department’s anticipated posting of answers to Respondent’s questions on the VBS.		July 7, 2020
Deadline to submit Reply and all required documents to the Procurement Officer.	2:30 pm	July 21, 2020
<p>Public Opening. Conference Room 101 4050 Esplanade Way Tallahassee, FL 32399</p> <p>GoToMeeting – Ways for Public to join / attend meeting:</p> <p><u>Join from computer, tablet or smartphone:</u> https://global.gotomeeting.com/join/234199085</p> <p><u>Join by dialing in using a phone:</u> United States (Toll Free): 1 866 899 4679 United States: +1 (312) 757-3119 Access Code: 234-199-085</p> <p><u>Join from a video-conferencing room or system:</u> Dial in or type: 67.217.95.2 or inroomlink.goto.com Meeting ID: 234 199 085</p>	3:30 pm	July 21, 2020

Timeline of Events	Event Time (ET)	Event Date
Or dial directly: 234199085@67.217.95.2 or 67.217.95.2##234199085		
Evaluation Phase		July 23, 2020 – August 6, 2020
Negotiations Phase		August 10, 2020 – October 5, 2020
<p>Negotiation Team Public Meeting to recommend award. Conference Room 101 4050 Esplanade Way Tallahassee, FL 32399</p> <p>GoToMeeting – Ways for Public to join / attend meeting:</p> <p>Join from computer, tablet or smartphone: https://global.gotomeeting.com/join/234199085</p> <p>Join by dialing in using a phone: United States (Toll Free): 1 866 899 4679 United States: +1 (669) 224-3319 Access Code: 581-375-493</p> <p>Join from a video-conferencing room or system: Dial in or type: 67.217.95.2 or inroomlink.goto.com Meeting ID: 581 375 493 Or dial directly: 581375493@67.217.95.2 or 67.217.95.2##581375493</p>	3:00 pm	October 7, 2020
Anticipated date to post Notice of Intent to Award on the VBS.		October 13, 2020
Anticipated Contract start date.		October 26, 2020

SECTION 2. SOLICITATION PROCESS

2.1 General Description of ITN Procedure

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 Section 1.8, Timeline of Events. Replies must be submitted by the deadline listed in Section 1.8, Timeline of Events. The Department will hold a public opening of the Replies at the date, time and location provided in Section 1.8, Timeline of Events.

The ITN process is divided into two (2) phases: the evaluation phase and the negotiation phase. The evaluation phase involves the Department’s evaluation of Replies in accordance with subsections 4.1 - 4.2 of the ITN to establish a competitive range of Replies reasonably susceptible of award. Once the Department has reviewed and evaluated the Replies, the Department then selects one (1) or more Respondent(s) whose evaluated Replies are determined to be within the competitive range with which to commence negotiations.

The negotiation phase involves negotiations by the Department with the Respondent or Respondents whose evaluated Replies were determined to be within the competitive range. During the negotiation phase, the Department may request revised Replies and/or Best and Final Offers (BAFOs) based on the negotiations. After negotiations, BAFO(s) have been received and reviewed, the Department will hold a negotiation team public meeting to recommend Contract award. The Department intends to then post a Notice of Intent to Award a Contract, identifying the responsive and responsible Vendor that provides the best value to the State based on the selection criteria set forth in subsection 4.5 of the ITN and any other selection criteria identified by the Department's negotiation team during the negotiation phase.

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

2.2 Respondent Certification and Confidentiality Affidavit

To be eligible to submit a Reply to this ITN, Respondents must obtain the Tallahassee Equipment List (Attachment C), Regional Equipment List (Attachment D), Tallahassee Technical Specifications (Attachment E), and Regional Technical Specifications (Attachment F) directly from the Procurement Officer. These files contain Confidential Information.

To obtain these attachments, Respondents must submit a fully completed and signed copy of the Confidentiality Affidavit (Form 9) and the Respondent Certification (Form 10) to the Procurement Officer, by email at DMS.Purchasing@dms.myflorida.com, by the time and date indicated in subsection 1.8, Timeline of Events.

Upon receipt of the forms, the Department will review the forms and all information contained therein, and if the forms and Respondent's information are acceptable, the Department will send the Tallahassee Equipment List (Attachment C), Regional Equipment List (Attachment D), Tallahassee Technical Specifications (Attachment E), and Regional Technical Specifications (Attachment F) on CD-ROM to the Respondent.

2.3 Questions and Answers

Prior to the Negotiation Phase, Respondents may only submit questions during the Question and Answer period in writing to the Procurement Officer via email. The deadline for submission of questions is reflected in Section 1.8, Timeline of Events.

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 a formal protest of the specifications of the solicitation. Department answers to written questions will be issued by addendum via the VBS.

2.4 Mandatory Site Visits

Before submitting a Reply, all Respondents who met the requirements of Section 2.2, and were thereby provided Attachments C, D, E and F, which contain Confidential Information, shall visit every Facility identified in Attachment B – Facility List and Site Visits, for which they intend to submit

a Reply. Site visits must be scheduled in accordance with the dates indicated in Section 1.8, Timeline of Events. It will be the Respondents' responsibility to contact the facility manager to schedule all site visits within the designated dates. All Respondents must utilize the Attachment B – Facility List and Site Visits and obtain the facility manager's (or designee's) signature and date on Attachment B for each facility visited. The completed Attachment B – Facility List and Site Visits shall be included in the Reply in accordance with subsection 3.7.

Current Incumbent Contractors do not have to attend the mandatory site visit for facilities they currently serve. However, if a site visit is not conducted, the Respondent should indicate on the Attachment B – Facility List and Site Visits that the facility is currently served by the Respondent. For the facilities in which the Respondent does not provide a Response, the Respondent should indicate "No Response".

2.5 Addendum to the solicitation

The Department reserves the right to modify this ITN by issuing addendums posted on the VBS. It is the responsibility of the Respondent to check the VBS for any changes.

2.6 Contract Formation

Final Contract terms will be established with the selected Respondent(s) during the negotiation phase. The Contract will consist of Attachment A – Contract and the pricing submitted by the awarded Respondent(s) and agreed upon by the Department upon which the award was based (see Attachment A – Contract, Section 4, for full list of Contract Documents). No additional documents submitted by a Respondent will be incorporated into 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 to Respondents (PUR 1000, 2006 version) are incorporated by reference and can be accessed at:

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

2.7 Disclosure of Reply Contents

All documentation produced as part of any ITN will become the exclusive property of the Department and will not be returned to the Respondent unless withdrawn prior to the ITN opening, in accordance with subsection 2.8.

2.8 Withdrawal or Withdrawal of Replies

Respondents may modify the Reply at any time prior to the date and time labeled as "Deadline to submit Reply and all required documents to the Procurement Officer" found in Section 1.8, Timeline of Events herein by sending the modified Reply to the Procurement Officer. A Reply 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 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.

SECTION 3. GENERAL AND SPECIAL INSTRUCTIONS

3.1 Introduction

Form PUR 1001, the General Instructions to Respondents, is incorporated by reference into this solicitation, but is superseded to the extent set forth herein. The form can be accessed at: http://www.dms.myflorida.com/business_operations/state_purchasing/documents_forms_references_resources/purchasing_forms.

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

Section 3. Electronic Submission of Offers

Replies shall be submitted in accordance with Section 3.4, How to Submit a Reply, of this solicitation.

Section 5. Questions

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

Section 9. Respondent's Representation and Authorization.

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

- The Respondent is not currently under suspension or debarment by the State or any other governmental authority.
- The Respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
- Respondent currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
- The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Reply.
- The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other Respondent or potential Respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any Respondent or potential Respondent, and they will not be disclosed before the solicitation opening.
- The Respondent has fully informed the Department in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a), Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.
- Neither the Respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:
 - Has within the preceding three (3) years been convicted of or had a civil judgment rendered against them, or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or

- public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
- Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or reason of default that would impair the Respondent's ability to deliver the commodities or contractual services of the resultant contract.
- The commodities or contractual services offered by the Respondent will conform to the specifications without exception.
- The Respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.
- If an award is made to the Respondent, the Respondent agrees that it intends to be legally bound to the Contract that is formed with the State.
- The Respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the Reply, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the Reply.
- The Respondent shall indemnify, defend, and hold harmless the Department and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the Respondent's preparation of its Reply.
- All information provided by, and representations made by, the Respondent are material and important and will be relied upon by the Department in awarding a Contract. Any misrepresentation shall be treated as fraudulent concealment from the Department of the true facts relating to submission of the Reply. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817, Florida Statutes.
- If at any point during the course of the procurement, circumstances change so that any of the above acknowledgements are no longer true, Respondent will notify the procurement officer as soon as practicable.

Section 14. Firm Response

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

3.2 MyFloridaMarketPlace (MFMP) Registration

The awarded Respondent(s), if any, must have completed this process prior to Contract execution. For additional information, please visit: <https://vendor.myfloridamarketplace.com/>.

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

3.4 How to Submit a Reply

Submit the Reply in a properly marked, sealed box or boxes containing the following:

- 3.4.1 One (1) original, un-redacted bound paper version of the Reply, with one (1) unredacted, bound paper copy.
- 3.4.2 One (1) electronic copy of the Reply, on a CD or USB flash drive. Large files should be scanned as separate files.
- 3.4.3 One (1) electronic redacted copy of the entire Reply on a CD or USB flash drive (if applicable, as described in subsection 3.9 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 shall be clearly marked on the outside of the package with the solicitation number, company name, and Procurement Officer Name.

Replies shall be submitted to the Procurement Officer at the address listed in subsection 1.7 of this solicitation. The Respondent is responsible for ensuring the Department receives the Reply no later than the date and time specified in subsection 1.8 of this ITN (or as revised by addenda).

All methods of delivery or transmittal of the Reply to the Procurement Officer are exclusively the responsibility of Respondents. The risk of non-receipt or delayed receipt shall be borne exclusively by the Respondents. Late Replies will be deemed non-responsive.

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

3.5 Mandatory Responsiveness Requirements

Respondents shall provide the required documentation requested in this section and submit a completed Form 8 - Responsive Requirements. The Department will not evaluate Replies from Respondents that do not meet the minimum qualifications listed below. **A Reply will be deemed nonresponsive if it fails to contain a signed Form 8.**

- 3.5.1 The Respondent must certify that the person submitting the Reply and its pricing is authorized to respond to this solicitation on the Respondent's behalf.
- 3.5.2 The Respondent must certify that neither it, nor its affiliates, is a Convicted Vendor or on the Discriminatory Vendor List as described in section 287.133 and section 287.134, Florida Statutes, respectively.

- 3.5.3** The Respondent must certify that the Respondent is in compliance with Section 9 of Form PUR 1001, the General Instructions to Respondents as amended in subsection 3.1 of this solicitation.
- 3.5.4** The Respondent must certify that the Respondent is not listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List, and is not engaged in a boycott of Israel.
- 3.5.5** The Respondent must certify that the Respondent will, if awarded, submit to the Department, at least annually, a completed signed Form 11 – Affidavit of Preferred Pricing.
- 3.5.6** The Respondent must certify that the Respondent is currently authorized to do business with the State, or will attain authorization through the Department of State, Division of Corporations, within seven (7) business days of notice of award, should the Respondent be awarded a Contract. Website: www.sunbiz.org
- Note:** Title XXXVI, Business Organizations, of the Florida Statutes, lists the requirements that out-of-state entities must fulfill to obtain a Florida Certificate of Authorization from the Florida Department of State, Division of Corporations, to transact business in the State of Florida (e.g., see section 607.1503(1),F.S., pertaining to corporations). The Respondent agrees to attain such authorization within seven (7) Business Days of notice of award, should the Respondent be awarded a contract.
- 3.5.7** The Respondent must certify that the Respondent has received the Tallahassee Equipment List (Attachment C), Regional Equipment List (Attachment D), Tallahassee Technical Specifications (Attachment E), and Regional Technical Specifications (Attachment F) and are able to provide the services entailed.
- 3.5.8** The Respondent must certify that they have submitted Form 9 – Confidentiality Affidavit and Form 10 – Respondent Certification, in accordance with subsection 1.8, Timeline of Events.

3.6 Contents of Reply

Replies are to be organized in sections as directed below. Respondents must complete each section entirely or the Reply may be deemed non-responsive. The following sections of the Reply shall be submitted in one, sealed package to the Procurement Officer.

Note: If a Respondent intends to submit a Reply to provide services for both Tallahassee Facilities and Regional Facilities, then the Respondent will submit a separate Reply for each that is clearly labeled “Tallahassee Facilities” or “Regional Facilities”.

The Respondent must organize each Reply as follows:

- Tab 1** Cover Letter: A cover letter on the Respondent’s letterhead with the following information:
- a) Company name and physical address.
 - b) Contact information for primary point of contact, including phone number and email address.

- c) Federal Employer Identification (FEID) Number.

Tab 2 Completed Forms and Attachments:

ATTACHMENT B – FACILITY LIST AND SITE VISITS
FORM 1 – CONTACT INFORMATION
FORM 2 – NOTICE OF CONFLICT OF INTEREST
FORM 3 – NON-COLLUSION AFFIDAVIT
FORM 4 – STATEMENT OF NO INVOLVEMENT
FORM 5 – BUSINESS/CORPORATE REFERENCE FORM
FORM 6 – ADDENDUM ACKNOWLEDGEMENT FORM
FORM 7 – SUBCONTRACTING
FORM 8 – RESPONSIVE REQUIREMENTS

Tab 3 Technical Reply:

Please provide the following information in the Reply which will be evaluated against the criteria listed in Section 4, Selection Methodology.

Experience and Qualifications

1. Executive Summary:
 - Primary location from where the work will be performed (i.e. What local office(s) presence will be utilized by the Contractor to manage the work performed as outlined in the Contract).
 - Summarize your understanding of the work to be done in accordance with the technical specifications of this ITN.
 - Examples of Performance: Based upon the services identified in this ITN, list at least three (3) key factors/examples that demonstrate the Respondent's unique ability to provide the maintenance, monitoring and inspections of fire alarm, access and security systems services at the facilities and locations identified in Attachment B – Facility List and Site Visits.

2. Project Team:
 - Respondent must provide a listing of each team member the Respondent will be using to provide the services. The listing shall provide the team member's name, title, years of service with Respondent, prior experience relevant to the Services outlined in this ITN, and a description of the duties and responsibilities of each identified team member.
 - Documentation of current BASA/FASA certification (list of technicians and their qualification and certifications); and
 - Document certification on, or completed factory training on, the installation, operation, and administration of Security/Access Control or DVM/Video surveillance systems. The certification and/or factory training shall be on the versions of these systems currently installed in the DMS facilities identified in Attachment B – Facility List and Site Visits, (list of technicians and their qualifications and certifications.)

3. Experience:

- Provide a narrative which contains a detailed description demonstrating how many years of experience the Respondent has in providing the Services outlined in this ITN. A Respondent demonstrates experience by such methods as providing references from clients and/or describing past projects (these examples are non-exhaustive). Respondents must also include the following information:
 1. How many years your company has been incorporated;
 2. How many years' experience your company has providing services for governmental entities;
 3. A list of current contracts of similar size and scope where the Respondent has provided services as a Contractor, subcontractor or partner. The list shall also contain the name, contact name, address, telephone number and e-mail address of the entity who received the services from Respondent. The Respondent must submit at least three (3) references utilizing Form 5. These references should make clear that Respondent has the experience and ability to provide the services described in this ITN.
Note: The Department reserves the right to verify references during the negotiation phase.

Approach to Providing Services:

Provide a narrative that demonstrates the Contractors' technical knowledge and ability to perform the services entailed in this ITN. This should include the Respondent's plan to coordinate staff coverage for all operations, understanding of the goals and Services described in this ITN, and any systems, procedures, customer service training and additional forms used by the Respondent to monitor the quality and timeliness of Services. Provide a narrative that includes the Respondent's approach to meeting the requirements outlined in the Technical Specifications. This should include:

- How the Respondent plans to ensure the Security System, Access Control, and Fire Alarm Monitoring requirements will be met;
- How the technicians testing or servicing the fire alarm systems will meet the requirements of the currently adopted edition of NFPA 72 by the State of Florida.

This narrative should make clear that the Respondent has the technical ability to provide the services outlined in this ITN.

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

The following subsections supplement section 19 of the PUR 1001.

All materials, including recordings of negotiation sessions and electronic and written communications pertaining to this ITN, whether sent from or received by the Department, will be a public record subject to the provisions of Chapter 119, Florida Statutes. A time-limited exemption from public inspection is provided for the contents of Bids pursuant to subsection 119.071(1)(b), Florida Statutes. Selection or rejection of a Reply does not affect the public record status of the materials. If a Respondent considers any portion of the documents, data, or records submitted in its Reply to this solicitation to be trade secret under section 812.081, Florida Statutes, or to otherwise be Confidential Information, the Respondent must mark the document as "Confidential" and simultaneously provide the Department with a separate, redacted copy of its Reply and briefly

describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Department's solicitation name, number, and the Respondent's name on the cover and shall be clearly titled "Redacted Copy." The redacted copy should only redact those portions of material that the Bidder claims is trade secret under section 812.081, Florida Statutes, or otherwise Confidential Information. **If the Respondent fails to mark material Confidential Information, or fails to submit a redacted copy of information it claims is Confidential Information, the Department is authorized to produce, in their entirety, all documents, data, or records submitted to the Department in response to a public records request.**

3.7.1 Public Records

All materials, including recordings of negotiation sessions and electronic and written communications pertaining to this ITN, whether sent from or received by the Department, are subject to Florida's public records law, Chapter 119, Florida Statutes. Section 3.7.4 below addresses the submission of Confidential Information.

3.7.2 Replies are Public Records

All materials, including recordings of negotiation sessions and all electronic and written communications pertaining to this ITN, whether sent from or received by the Department, submitted as part of a Reply to this ITN, will be public records subject to the provisions of Chapter 119, Florida Statutes. Selection or rejection of a Reply does not affect the public record status of the materials.

3.7.3 Replies will be Subject to Public Inspection

Unless exempted by law, all public records are subject to public inspection and copying under Florida's public records law, Chapter 119, Florida Statutes. A time-limited exemption from public inspection is provided for the contents of Replies pursuant to subsection 119.071(1)(b), Florida Statutes. Once that exemption expires, all contents of Replies become subject to public inspection unless another exemption applies. Any claim of trade secret exemption for any information contained in Respondent's Reply will be waived upon submission of the Reply to the Department unless the claimed trade secret information is submitted in accordance with Section 3.7.4. This waiver includes any information included in the Respondent's Reply outside of the separately bound document described below.

3.7.4 How to Claim Trade Secret or Other Exemptions

If a Respondent considers any portion of materials made or submitted in the course of replying to this ITN to be trade secret under section 812.081, Florida Statutes, or to otherwise be Confidential Information under Florida or Federal Law, the Respondent must clearly designate that portion of the materials as "Confidential" when it is submitted to the Department in order to preserve the confidentiality of the material.

The Respondent must mark the document as "Confidential" and simultaneously provide the Department with a separate, redacted copy of its Reply and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Department's solicitation name, number, and the Respondent's name on the cover and shall be clearly titled "Redacted Copy." The redacted copy should only redact those portions of material that the Bidder claims is trade secret under section 812.081, Florida Statutes, or otherwise Confidential Information.

Respondent is to also simultaneously provide the Department with a separate, electronic redacted copy of its Reply.” The redacted copy should only redact those portions of material that the Respondent claims is trade secret under section 812.081, Florida Statutes, or otherwise Confidential Information. The file name of the electronic redacted copy is to contain the name of Respondent, the ITN number, and redacted copy (e.g., Respondent Name DMS ITN _redacted copy.pdf). Prominently display the phrase “Redacted Copy” on the first page of the electronic redacted copy and each page on which information is redacted. This is to be submitted no later than the Reply submittal deadline. Where such information is part of material already required to be submitted as a separately bound or enclosed portion of the Reply, it is to be further segregated and separately bound or enclosed and clearly labeled as set forth above in addition to any other labeling required for the material.

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

3.7.5 Public Records Request

If a Respondent fails to mark any materials submitted to the Department as exempt or fails to submit a redacted copy as provided in this section or fails to claim, in real-time, portions of the negotiations sessions as exempt, the Respondent **waives** the exemption, and the Department may produce all of Respondent’s documents, data or records or Department’s recordings of negotiation sessions to any person requesting a copy under Chapter 119, Florida Statutes. The Respondent exclusively bears the burden of complying with Section 3.7 herein to ensure its Confidential Information is appropriately marked and protected.

If a requestor asserts a right to the Confidential Information, the Department will notify the Respondent that such an assertion has been made. It is the Respondent’s responsibility to assert that the information in question is exempt from disclosure under Chapter 119, Florida Statutes, or other applicable law. If the Department becomes subject to a demand for discovery or disclosure of the Respondent’s Confidential Information in a legal proceeding, the Department will give the Respondent prompt notice of the demand prior to releasing the information (unless otherwise prohibited by applicable law or court order) and the Respondent shall be responsible for defending its determination that the redacted portions of its Reply and/or portions of the negotiation sessions are trade secret under section 812.081, Florida Statutes, or otherwise Confidential Information.

3.7.6 Department Not Obligated to Defend Respondent’s Claims

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

services on a monthly basis for all costs and expenses, including legal fees, incurred in defending such claims.

3.8 Additional Information

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

3.9 Subcontracting

The Contractor shall be fully responsible for all work performed under the Contract, including any services performed by its subcontractors. If the Respondent intends to use subcontractors to perform any services under a potential Contract if awarded, the Respondent will submit Form 7 – Subcontracting, with its Reply. If the Respondent does not intend to use subcontractors, the Respondent will submit Form 7 with its Reply and indicate that it does not intend to use subcontractors to fulfill the requirements of the Contract. **Note:** The use of any subcontractor under a resulting Contract must be approved in writing by the Department before any services are performed by the subcontractor; see Section 21 of Attachment A – Contract, for additional subcontracting requirements.

SECTION 4. SELECTION METHODOLOGY

4.1 Evaluation of Replies

If the Department determines that the Respondent’s Reply meets the minimum mandatory responsiveness requirements found in Section 3.5, the Department-appointed evaluation team members will independently review, evaluate, and score the Respondent’s Technical Replies to this ITN. Technical Replies will be evaluated by the evaluation team members based on the criteria established in Section 4.2, Evaluation Criteria.

Note: If a Respondent submits separate Replies for Tallahassee Facilities and Regional Facilities, each Reply will be evaluated and scored separately by the evaluators.

4.2 Evaluation Criteria

In determining the quality of the Respondent’s Technical Reply, the evaluators will use the following guiding questions:

- How well does the Respondent’s Reply demonstrate knowledge of and familiarity with the subject and an understanding of the services/products sought through this ITN?
- How well does the Respondent’s Reply demonstrate the Respondent’s experience and ability to provide the services/products sought through this ITN?

Assessment	Evaluator Score
Inadequate	1
Poor	2
Adequate	3
Good	4
Exceptional	5

The table below demonstrates the calculations the Department will use to determine the Respondent's Final Weighted Score based on the raw scores given by the evaluation team members while evaluating the Respondent's Technical Replies.

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

TECHNICAL REPLY EVALUATION SUMMARY SCORE SHEET					
	Maximum Possible Raw Score		Weight Factor		Maximum Possible Weighted Score
• Experience and Qualifications					
- Executive Summary	5	X	1	=	5
- Project Team	5	X	1	=	5
- Experience	5	X	6	=	30
• Approach to Providing Services	5	X	12	=	60
Maximum Possible Final Weighted Score:					100

The "Technical Reply" is the combination of both the Respondent's Experience and Qualifications, and Approach to Providing Services, as described below (total of 100 possible points).

Technical Reply

Experience and Qualifications (Maximum 40 points):

1. **Executive Summary** (Maximum 5 points):
Evaluators will use the guiding questions above to determine how well the Reply demonstrates the following:
The Respondent's understanding of the work to be done, and
the Respondent's demonstration of their ability to provide these services.
2. **Project Team** (Maximum 5 points):
Evaluators will use the guiding questions above to determine how well the Reply demonstrates the following:
Provides the names, proposed roles, background and experience, and years of services of the personnel that would perform the services outlined in this ITN. Furnished current BASA/FASA certifications as well as document certification on or completed factory training on the systems.
3. **Experience** (Maximum 30 points):
Evaluators will use the guiding questions above to determine how well the Reply demonstrates the following:
Provides a brief history and description of the Respondent's business organization and its expertise and experience providing the services outlined in this ITN. Furnished three (3) references utilizing Form 5 showing experience providing the same services

described in this ITN. Consideration shall be given to the duration of such contracts, the volume of services, and the quality of services provided.

Approach to Providing Services (Maximum 60 points):

Evaluators will use the guiding questions above to determine how well the Reply demonstrates the following:

Describes the Respondent's proposed process and approach to providing the services described in the technical specifications of this ITN. Summarizes the Respondent's technical knowledge and ability to perform the services outlined in this ITN.

4.3 Negotiations

After the evaluation of Replies based on the above listed criteria, the Department will establish a competitive range of Replies reasonably susceptible of award based on the evaluation team scores and, at the Department's sole discretion, the Department shall proceed to negotiate with Respondent(s) as follows:

The highest ranked Respondent(s) for Maintenance, Monitoring, Testing and Inspections in Tallahassee Facilities and Regional Facilities will be invited to negotiate a Contract(s). If necessary, the Department shall request revisions to the approach submitted by the top-rated Respondent(s) until it is satisfied that the Contract(s) will serve the Department's needs and is determined to be the best value for the State. The process will continue until a Contract(s) is negotiated and executed. The Department may award and enter into Contracts with more than one Respondent if, in its sole discretion, it is in the best interest of the State.

The Department will establish a negotiation team to conduct the negotiations. The negotiation team will make a recommendation of (an) award to the Respondent(s) that will provide best value based on the selection criteria in the ITN and any other selection criteria identified by the Department's negotiation team during the negotiation phase. The negotiation team will not be bound by evaluator scoring.

The Department reserves the right to negotiate with all responsive and responsible Respondent(s), serially or concurrently, to determine the best-suited solution. The ranking of Replies indicates the perceived overall benefits of the proposed solution, but the Department retains the discretion to negotiate with other qualified Respondents as deemed appropriate.

During the negotiation phase, the Department may request clarifications and revisions to Replies (including BAFOs) and identify information to be submitted to the Department until it is satisfied that it has achieved the best value for the State. The Department reserves the right to require attendance by particular representatives of the Respondent. Any written summary of presentations or demonstrations shall include a list of attendees, a copy of the agenda, and copies of any visuals or handouts, and shall become part of the Respondent's Reply. Failure to provide information requested by the Department may result in termination of negotiations with the Respondent.

During the negotiation phase, the Department will request proposed price sheet(s) from the Respondent(s) for the initial and renewal periods, if applicable. If the Respondent plans to service the Regional Facilities, the Respondent shall provide a price(s) for every facility. If the Respondent plans to service the Tallahassee Facilities, the Respondent is not required to provide a price(s) for every facility; however, a Respondent must submit a price for all systems within a given facility.

The price sheet(s) for both the Regional facilities and Tallahassee facilities shall include the following:

- a. Monthly/Annual pricing for the maintenance, inspection and monitoring of the fire alarm, access and security systems at the facilities identified in Attachment B- Facility List and Site Visits for which the Respondent wishes to be considered for award.
- b. The price for a full-time equivalent position to be located onsite at the Capitol Complex during normal business hours (8:00 a.m. – 5:00 p.m.) to respond to Contract-specific requests, troubleshooting and other Contract-related issues. (Note: This applies to the Tallahassee facilities price sheet only)
- c. Pricing for any potential addition of a facility during the term of the Contract.
- d. Standard service rate and emergency labor rate.
- e. Discount off manufacturer price for any item or new equipment not listed on the final negotiated price sheet.

In submitting a Reply, a Respondent agrees to be bound to the terms of the General Contract Conditions described in subsection 2.6 – Contract Formation, and its proposed Contract. Offered compensation models should assume those terms apply, but the Department reserves the right to negotiate different terms and related price adjustments if the Department determines that it provides the best value to the State.

The Department reserves the right to accept portions of a competing Respondent's Reply and merge such portions into one project, including contracting with the entities offering such portions. The Department reserves the right to waive minor irregularities in Replies.

The Department reserves the right to negotiate different terms, additional terms, and related price adjustments if the Department determines that such changes would provide the best value to the State.

Negotiation meetings will be conducted in Tallahassee, Florida. Negotiations will not be open to the public and will be recorded. 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 Respondent should plan to be available, at least by telephone, without interruptions, for the entirety of the Respondent's scheduled negotiation meeting(s).

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

4.3.1 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 Respondents.

- Require any or all responsive Respondents to provide revised Replies and written BAFO(s).
- Require any or all responsive Respondents to address services, prices, or conditions offered by any other Respondent.
- Pursue the division of contracts between responsive vendors by type of service or geographic area, or both.
- Arrive at an agreement with any responsive Respondent, finalize contract terms and conditions with such Respondent and terminate negotiations with any or all other Respondents, regardless of the status of, or scheduled negotiations with, such other Respondents.
- Re-open negotiations with any responsive Respondent.
- Take any additional administrative steps deemed necessary in determining the final award, including additional fact-finding, evaluation or negotiation where necessary and consistent with the terms of this solicitation.
- Review and rely on relevant information contained in the Replies.
- Request the assistance of and use subject matter experts for any portion of the procurement or throughout the procurement.

The Department has sole discretion in deciding whether and when to take any of the foregoing actions, the vendor or vendors with which to take the foregoing actions, the scope and manner of such actions, and whether to provide concurrent public notice of such decision.

4.4 Basis of Award

A Contract(s) will be awarded to the responsible and responsive Respondent(s) whose Best and Final Offer (BAFO) is assessed as providing the best value to the State by using selection criteria listed in the ITN and the Request for Best and Final Offer (RBAFO) based on price, quality, design, and workmanship relative to safety, security, and ease of administration, as identified in Section 4.5 below. The Department will consider the total cost for each year of the Contract, including initial and renewal years as submitted by the Respondent.

The Department reserves the right to accept or reject any and all offers or separable portions and to waive any minor irregularity, technicality or omission if the Department determines that doing so will serve the best interest of the State. At its option, the Department may allow a Respondent to correct minor irregularities but is under no obligation to do so. In doing so, the Department may request a Respondent provide clarifying information to correct the irregularity. The Department has the right to use any or all ideas or adaptations of the ideas presented in any Reply. Selection or rejection of a Reply will not affect this right.

4.5 Selection Criteria

The following award selection criteria will apply for this ITN, unless altered or expanded upon by the negotiation team in the Request for Best and Final Offer:

- a) The Respondent's demonstration of its prior relevant experience, including track record, and the overall professional experience of the Respondent at providing the proposed services;
- b) The Respondent's technical ability and approach to meeting the goals of the ITN;
- c) The Respondents technical ability and approach to providing the services sought in the Statement of Work; and
- d) The Respondent's pricing.

4.6 Reply Disqualification

Replies that do not meet all requirements, specifications, terms and conditions of the solicitation or failure to provide all required information, documents or materials may be rejected as non-responsive. Replies that contain provisions that are contrary to the requirements of the solicitation are not permitted. Replies with alternate provisions and conditions that are not consistent with the primary goals of the solicitation may be deemed non-responsive. Respondents who's Replies, past performance or current status do not reflect the capability, integrity or reliability to fully and in good faith perform the requirements of this solicitation may be rejected as non-responsive. The Department reserves the right to determine which Replies meet the requirements of this solicitation and which Respondents are responsive and responsible.

SECTION 5. AWARD

5.1 Rights for Award

The Department reserves the right to:

- Select one (1) or multiple Respondent(s) for the services encompassed by this solicitation, any addenda thereto and any request for additional or revised detailed written Replies.
- Divide the work among vendors by type of service, geographic area and/or both.
- Award Contracts for less than the entire service area, less than all services encompassed by this solicitation or both.
- Reject all Replies and determine whether to reissue a competitive solicitation.
- Withdraw or cancel the procurement and make no award.

5.2 Agency Decision

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

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

5.3 Other Reserved Rights

The Department reserves the right, after posting a Notice of Intent to Award, to withdraw or cancel the procurement, or amend its notice of intent to award and re-open negotiations with any Respondent at any time prior to execution of a Contract.

5.4 No Contract until Execution

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

THIS SPACE INTENTIONALLY LEFT BLANK

FORM 1 – CONTACT INFORMATION

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

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

Name _____

Title _____

Company Name _____

Address _____

Telephone _____

Fax _____

E-mail _____

Name of Respondent

Signature of Authorized Representative and Date

Print Name

FORM 2 - NOTICE OF CONFLICT OF INTEREST

Company Name _____

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

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

_____	_____
_____	_____
_____	_____

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

_____	_____
_____	_____
_____	_____

Name of Respondent

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 Respondent)

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 Reply, and the preparation of the Reply. I state that:

1. The price(s) and amount(s) of this Reply have been arrived at independently and without consultation, communication or agreement with any other Provider, potential provider, Reply, or potential Reply.
2. Neither the price(s) nor the amount(s) of this Reply, and neither the approximate price(s) nor approximate amount(s) of this Reply, have been disclosed to any other firm or person who is a Provider, potential Provider, Reply, or potential Reply, and they will not be disclosed before 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 Reply, or to submit any intentionally high or noncompetitive price(s) or other form of complementary Reply.
4. The Respondent's Reply is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Reply.
5. _____, its affiliates, subsidiaries, officers, director, and employees
(Name of Respondent)
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 replies on any public contract or, if they have been, the details of such are as follows:

I state that I and the named Respondent 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 the Respondent 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 _____

Respondent: _____

Signed by: _____

Print Name _____

FORM 4 - STATEMENT OF NO INVOLVEMENT

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

287.057 Procurement of commodities or contractual services. —

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

Name of Respondent

Signature of Authorized Representative and Date

Print Name

FORM 5 – BUSINESS/CORPORATE REFERENCE

Provide the information requested below. Print and complete this form as many times as needed to demonstrate at least five (5) years of experience in providing the same or similar services sought in this procurement. The Department may contact the persons listed below. The experience cannot be from:

- a. Current employees of DMS.
- b. Former employees of DMS within the past three (3) years.
- c. Persons currently or formerly employed by the Respondent's organization.
- d. Board members of the Respondent's organization.
- e. Relatives.
- f. Corporations based solely in a foreign country.
- g. A member of the Respondent's organization who has written, completed and submitted the form on behalf of the reference.
- h. Any person involved in the drafting of this RFP or the procurement process.

The same entity may not be listed more than once.

In the event the Respondent has had a name change since the time work was performed for a listed reference, the name under which the Respondent operated at that time should be provided in the space provided for "Brief Summary of Services."

The Department reserves the right to contact entities stated below as well as others than those identified by the Respondent to obtain additional information regarding past performance. Any information obtained as a result of such contact may be used to determine whether or not the Respondent is a "responsible Vendor", as defined in Section 287.012(25), Florida Statutes.

Information	
Company name	
Contact Person	
Title	
Address	
City	
State	
Telephone Number	
Email Address	
Contract Period (contract start date to contract end date)	
Brief Summary of Services	

FORM 6 – ADDENDUM ACKNOWLEDGEMENT FORM

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

Please list all Addendum(s) below.

FORM 7 – SUBCONTRACTING

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

Please complete a separate sheet for each subcontractor.

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

Service: _____

Company Name: _____

Contact: _____

Address: _____

Telephone: _____

Fax: _____

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

W-9 verification: Yes _____ No _____

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

FORM 8 – RESPONSIVE REQUIREMENTS

SOLICITATION SECTION REFERENCE	RESPONSIVE REQUIREMENTS
3.5.1	The Respondent certifies that the person submitting the Reply and its pricing is authorized to respond to this solicitation on the Respondent's behalf.
3.5.2	The Respondent certifies that neither it, nor its affiliates, is a Convicted Vendor or on the Discriminatory Vendor List as described in sections 287.133 and 287.134, Florida Statutes, respectively.
3.5.3	The Respondent certifies that the Respondent is in compliance with Section 9 of the Special Instructions in subsection 3.1.
3.5.4	The Respondent certifies that the Respondent is not on the Scrutinized Companies with Activities in Sudan List pursuant to section 215.473, Florida Statutes, is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List pursuant to section 215.473, Florida Statutes, is not on the Scrutinized Companies that Boycott Israel List pursuant to section 215.4725, Florida Statutes, and is not participating in a boycott of Israel.
3.5.5	The Respondent certifies that the Respondent will, if awarded, submit to the Department, at least annually, a completed signed Form 11 – Affidavit of Preferred Pricing.
3.5.6	The Respondent certifies that the Respondent is currently authorized to do business with the State, or will attain authorization through the Department of State, Division of Corporations, within seven (7) business days of notice of award, should the Respondent be awarded a Contract. NOTE: Title XXXVI, Business Organizations, of the Florida Statutes, lists the requirements that out-of-state entities must fulfill to obtain a Florida Certificate of Authorization from the Florida Department of State, Division of Corporations, to transact business in the State of Florida (e.g., see section 607.1503(1), F.S., pertaining to corporations). Foreign entities may not transact business in the State until they obtain a certificate of authority from the Florida Department of State. Website: www.sunbiz.org .
3.5.7	The Respondent certifies that the Respondent has received the Tallahassee Equipment List (Attachment C), Regional Equipment List (Attachment D), Tallahassee Technical Specifications (Attachment E), and Regional Technical Specifications (Attachment F) and are able to provide the services entailed.
3.5.8	The Respondent certifies that the Respondent has submitted Form 9 – Confidentiality Affidavit and Form 10 – Respondent Certification, in accordance with subsection 1.8, Timeline of Events.

Name of Respondent

Signature of Organization's Authorized Representative

Date

FORM 9 - CONFIDENTIALITY AFFIDAVIT

AFFIDAVIT OF _____

BEFORE ME, the undersigned authority, personally appeared _____, who being first duly sworn, deposes and says based upon the personal knowledge of the affiant:

1. I am a duly authorized representative of _____, a business entity interested in submitting a Reply to the State solicitation entitled MAINTENANCE, MONITORING, TESTING AND INSPECTIONS OF FIRE ALARM, ACCESS AND SECURITY SYSTEMS, ITN NO: DMS-19/20-063.

2. _____ has never had a contract in which it was a party terminated for cause (i.e., terminated because of a default or failure of to perform pursuant to the terms of the contract).

3. _____ has never been suspended from doing business in Florida or placed on the debarred, suspended or prohibited vendor list of any state, political subdivision of any state, or the federal government.

4. _____ has never had a contract in which it was a party terminated for convenience because of its failure to perform pursuant to the terms of the contract.

5. _____ has never received notice from a party that it had either breached or otherwise failed to perform pursuant to the terms of a contract.

6. As provided in section 119.071(3), Florida Statutes, _____ understands that, pursuant to this competitive solicitation _____, may receive information from the Department that is confidential and exempt from disclosure pursuant to the State of Florida's public records laws.

7. During the course of this solicitation and any resulting contract the Department may enter into with _____ to provide the services described in the ITN, _____ will maintain all information received pursuant to this ITN as confidential and exempt from disclosure and will maintain such information in accordance with all applicable state and federal laws and rules to ensure that such information remains secure.

8. Upon execution of this affidavit, the representative of _____ who has executed this affidavit will be provided the Tallahassee Equipment List (Attachment C), Regional Equipment List (Attachment D), Tallahassee Technical Specifications (Attachment E), and Regional Technical Specifications (Attachment F) of the ITN. The person executing this affidavit will be responsible for ensuring that all information received by _____ pursuant to this ITN will be maintained as provided herein. If the person executing this affidavit leaves the employment of _____, _____ will notify the Department of this occurrence within two (2) days of the last day of that person leaving the employment of _____.

9. Only representatives of _____, its subcontractors, and representative who have undergone a background check conducted by the Respondent business entity,

_____, at its expense, that meets or exceeds the standards found in section 435.04, Florida Statutes, Level Two background screening, will have access to and/or be able to review information received by _____ pursuant to this ITN.

10. _____ certifies that if it does not submit a Reply in response to this ITN, _____ shall destroy the Confidential documents, including any copies made by it, by the time Replies are due. _____ also certifies that if _____ submits a Reply to this ITN, _____ shall destroy the Confidential documents, including any copies, remaining in its possession within five (5) business days of the State's posting of its notice of an intended award if not awarded the Contract. _____ certifies that if awarded the Contract, _____ shall destroy the Confidential documents, including any copies, no later than five (5) days after the termination or expiration of such Contract.

11. At the time _____ submits this executed affidavit to the Department, _____ will also provide to the Department a listing of all employees, subcontractors or representatives of _____ who will have access to information received pursuant to this solicitation – such persons will have undergone a background check meeting or exceeding the standards found in section 435.04, Florida Statutes, Level Two background screening, prior to receipt of such documents. _____, agrees it will be responsible for payment of the cost of conducting background checks, and that no such costs will be paid by the Department.

Further Affiant sayeth naught.

The foregoing Affidavit was SWORN TO AND SUBSCRIBED before me this _____ day of _____, 2020.

STATE OF: _____

COUNTY OF: _____

Notary Public at Large

(Print, Type or Stamp Commissioned name of Notary Public)

Personally known ___ or Produced identification ___ (check one)

My Commission Expires:

FORM 10 – RESPONDENT CERTIFICATION

As the person authorized to sign on behalf of (Respondent name), I certify the following:

1. The Respondent certifies all Respondent's employees and subcontractors who will be given access to the Confidential Information have undergone a background check meeting or exceeding the standards found in section 435.04, Florida Statutes, Level Two background screening, at the Respondents expense, and understand said employees may be subject to an additional background check by the Department.
2. The Respondent certifies that the Respondent has a minimum of five (5) years' experience providing the same or similar services as those described in this solicitation.
3. The Respondent certifies that the Respondent has provided the same or similar services as those described in this solicitation for a minimum of three (3) contracts.
4. The Respondent certifies that the Respondent possess the necessary qualifications, licenses and permissions to access, manage, alter or otherwise maintain the existing facility systems which include Honeywell International, Siemens Industries and Sonitrol of Tallahassee equipment.
5. The Respondent certifies that if the Respondent does not submit a Reply in response to this ITN, the Respondent shall destroy the Confidential documents, including any copies, by the date and time Replies are due listed in section 1.8, Timeline of Events, of this solicitation.
6. The Respondent certifies that if the Respondent submits a Reply to this ITN, Respondent shall destroy the Confidential documents, including any copies, remaining in its possession within the later of five (5) business days of the State's notice of an intended award if the Respondent does not receive an award.

Name of Respondent

Signature of Respondent's Authorized Representative

Date

**Form 11 - Affidavit of Preferred Pricing
Regarding the Contract between
[TBD] (the "Contractor")
And
State of Florida, Department of Management Services
Contract No.: DMS-19/20-063
Effective [TBD]**

Pursuant to Section 23 of the Contract, the undersigned Contractor hereby attests that the Contractor is in compliance with the Best-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 _____ (name of person acknowledging).

(Signature of Notary)

Check One:

Personally Known

Produced the following ID