Invitation to Bid

For

Commercial Off-The-Shelf (COTS) Software

ITB No. 19-252-035-M

Florida Department of Management Services

ITB Issue Date: February 4, 2014

Responses Due: March 17, 2014, 2:00 p.m. E.T.
2.1 Governance .............................................................................................................13
  2.1.1 The Solicitation Phase ....................................................................................13
  2.1.2 Solicitation in Preview Status .........................................................................13
  2.1.3 Solicitation in Open Status .............................................................................13
  2.1.4 The Evaluation Phase .....................................................................................14
  2.2 Timeline of Events .............................................................................................14
  2.3 Public Meetings During the Solicitation ............................................................15
  2.4 Question Submission Period ...............................................................................15
  2.5 Question and Answer (Q&A) Addendum ............................................................16
  2.6 Additional Addenda ...........................................................................................16
  2.7 Contract Formation .............................................................................................16
  2.8 Response Contents .............................................................................................17
  2.9 Documentation .....................................................................................................17
  2.10 Replacement or Withdrawal of Response to a Solicitation .............................17
  2.11 Diversity .............................................................................................................17

3 General (PUR 1001) and Special Instructions to Respondents .............................18
  3.1 Special Instructions ............................................................................................18
    3.1.1 MFMP Registration .......................................................................................18
    3.1.2 Training .........................................................................................................19
    3.1.3 Who May Respond .........................................................................................19
    3.1.4 How to Submit a Bid ......................................................................................19
    3.1.5 Additional Information ................................................................................19
    3.1.6 Alternate Response .......................................................................................20

4 Vendor Submission ..................................................................................................21
  4.1 Qualification Questions .......................................................................................21
  4.2 Price Sheet Responses .......................................................................................22
  4.3 Required Documentation ...................................................................................23
  4.4 Contents of Bid ...................................................................................................23
    4.4.1 Technical Information ..................................................................................23
    4.4.2 Price Sheet Responses ...............................................................................27
    4.4.3 Other Required Documentation ................................................................27
  4.5 Vendor Response Upload ...................................................................................29

Commercial Off-The-Shelf Software
ITB No. 19-252-035-M
Page 3 of 63
4.5.1 Upload Tab 1, Company Information, response. .................................................29
4.5.2 Upload Tab 2, Experience and Ability, response. .................................................29
4.5.3 Upload Tab 3, References, response. ....................................................................29
4.5.4 Upload Tab 4, Disputes, response. .......................................................................30
4.5.5 Upload Tab 5, Financial, response. ......................................................................30
4.5.6 Upload Tab 5, Financial, Pricing response, Government .....................................30
4.5.7 Upload Tab 5, Financial, Pricing response, Academic ........................................30
4.5.8 Upload Tab 5, Financial, response, Other Forms ...............................................30
4.5.9 Upload Tab 5, Financial, Other Required Documents, parts 4.4.3 ......................30
4.5.10 Upload Tab 5, Financial, Other Required Documents, part 4.4.3.8 .................30
4.5.11 Upload Tab 5, Financial, Other Required Documents, part 4.4.3.9 ...............30
4.5.12 Upload Additional Information. ........................................................................30

4.6 Redacted Submissions .........................................................................................30
4.6.1 Redacted Copies ..................................................................................................31

4.7 Informational Forms ..............................................................................................31
4.7.1 Vendor Checklist ..................................................................................................31
4.7.2 Quarterly Reporting Form ...................................................................................31
4.7.3 Product Update Form .........................................................................................31
4.7.4 Sample Contract ..................................................................................................31
4.7.5 Timeline of Events ..............................................................................................32

5 Selection Methodology ..........................................................................................33
5.1 Basis of Award ........................................................................................................34
5.2 Bid Disqualification ...............................................................................................35
5.3 Identical Evaluations of Responses .....................................................................35

6 General and Special Contract Terms and Conditions (PUR 1000) ..................36
6.1 Special Contract Conditions ..................................................................................36
6.1.1 Electronic Invoice ..............................................................................................36
6.1.2 Commerce eXtensible Markup Language (cXML) ............................................36
6.1.3 Electronic Data Interchange (EDI) ..................................................................36
6.1.4 Purchase Order (P.O.) Flip via Ariba Supplier Network (ASN) .......................36
6.1.5 Product and Catalog Specifications (Services included if applicable) ..........37
6.1.6 Purchasing Card Program ..................................................................................37
<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>6.1.7</td>
<td>Compliance with Laws</td>
<td>37</td>
</tr>
<tr>
<td>6.1.8</td>
<td>Liability and Worker’s Compensation Insurance</td>
<td>37</td>
</tr>
<tr>
<td>6.1.9</td>
<td>Detail of Bills</td>
<td>38</td>
</tr>
<tr>
<td>6.1.10</td>
<td>Bills for Travel</td>
<td>38</td>
</tr>
<tr>
<td>6.1.11</td>
<td>Public Records</td>
<td>38</td>
</tr>
<tr>
<td>6.1.12</td>
<td>Intellectual Property</td>
<td>39</td>
</tr>
<tr>
<td>6.1.13</td>
<td>Preferred Price Affidavit Requirement</td>
<td>40</td>
</tr>
<tr>
<td>6.1.14</td>
<td>Employment Verification (E-Verify)</td>
<td>40</td>
</tr>
<tr>
<td>6.1.15</td>
<td>Scrutinized Company List</td>
<td>40</td>
</tr>
<tr>
<td>6.1.16</td>
<td>Commitment to Diversity in Government Contracting</td>
<td>40</td>
</tr>
<tr>
<td>6.1.17</td>
<td>Business Review Meetings</td>
<td>41</td>
</tr>
<tr>
<td>6.1.18</td>
<td>Ethical Business Practices</td>
<td>41</td>
</tr>
<tr>
<td>6.1.19</td>
<td>Product Variations/Custom Orders</td>
<td>41</td>
</tr>
<tr>
<td>6.1.20</td>
<td>Delays and Complaints</td>
<td>41</td>
</tr>
<tr>
<td>6.1.21</td>
<td>Sales and Use Tax</td>
<td>41</td>
</tr>
<tr>
<td>6.1.22</td>
<td>Insurance, Loss Deductible</td>
<td>42</td>
</tr>
<tr>
<td>6.1.23</td>
<td>Insurance, Subcontractor’s Public Liability and Property Damage</td>
<td>42</td>
</tr>
<tr>
<td>6.1.24</td>
<td>Performance and Payment Bonds</td>
<td>42</td>
</tr>
<tr>
<td>6.1.25</td>
<td>Warranty</td>
<td>42</td>
</tr>
<tr>
<td>6.1.26</td>
<td>Contract Revisions</td>
<td>42</td>
</tr>
<tr>
<td>7</td>
<td>Statement of Work</td>
<td>44</td>
</tr>
<tr>
<td>7.1</td>
<td>Commodity Codes</td>
<td>44</td>
</tr>
<tr>
<td>7.2</td>
<td>COTS Bid</td>
<td>44</td>
</tr>
<tr>
<td>7.3</td>
<td>Out of Scope</td>
<td>45</td>
</tr>
<tr>
<td>7.4</td>
<td>Definitions</td>
<td>45</td>
</tr>
<tr>
<td>7.4.1</td>
<td>Market Basket</td>
<td>45</td>
</tr>
<tr>
<td>7.4.2</td>
<td>Application Software</td>
<td>45</td>
</tr>
<tr>
<td>7.4.3</td>
<td>Server / Mainframe Software / tools</td>
<td>45</td>
</tr>
<tr>
<td>7.4.4</td>
<td>Computer Programming Software / Tools</td>
<td>45</td>
</tr>
<tr>
<td>7.4.5</td>
<td>Value-added Services</td>
<td>45</td>
</tr>
<tr>
<td>8</td>
<td>Contractor Deliverables and Responsibilities</td>
<td>46</td>
</tr>
<tr>
<td>8.1</td>
<td>Period of Agreement</td>
<td>46</td>
</tr>
</tbody>
</table>
8.2 Multiple Awards ................................................................................................................. 46
  8.2.1 Product Delivery Schedule .............................................................................................. 46
  8.2.2 Freight On Board (F.O.B.) Destination ........................................................................... 46
  8.2.3 Transaction Fee Report .................................................................................................... 46
9 Product Information .................................................................................................................. 48
  9.1 Top Software Publishers Purchased (Market Basket 1) .................................................... 48
  9.2 Additional Categories and Value-added Services ............................................................... 49
  9.3 Excluded Software Publishers ........................................................................................... 49
10 Product Specifications ............................................................................................................ 50
  10.1 Product Acceptance ........................................................................................................... 50
    10.1.1 Downloaded Software ................................................................................................. 50
    10.1.2 Shipped Software ......................................................................................................... 50
  10.2 Cost .................................................................................................................................... 51
  10.3 Technology Upgrades and Additions .................................................................................... 51
  10.4 Software Requirements ...................................................................................................... 52
    10.4.1 Version ........................................................................................................................ 52
    10.4.2 Software License .......................................................................................................... 52
  10.5 Software Support ................................................................................................................ 55
    10.5.1 Standard Support ........................................................................................................ 56
    10.5.2 Optional Support ......................................................................................................... 56
    10.5.3 Software Training ........................................................................................................ 56
    10.5.4 Value Add ..................................................................................................................... 56
  10.6 License Management .......................................................................................................... 57
11 Pricing and Minimum Orders .................................................................................................. 58
  11.1 Pricing ............................................................................................................................... 58
  11.2 Discount Rate .................................................................................................................... 58
  11.3 Minimum Orders ................................................................................................................ 58
  11.4 Promotional Pricing .......................................................................................................... 58
12 Price Adjustment .................................................................................................................... 58
  12.1 New Product Additions ...................................................................................................... 59
  12.2 Product Deletions/Modifications ....................................................................................... 59
13 Reporting ............................................................................................................................... 59

Commercial Off-The-Shelf Software
ITB No. 19-252-035-M
Page 6 of 63
14 Ordering Instructions..............................................................................................................61
15 Financial Consequences for Nonperformance.....................................................................61
16 Subcontractors......................................................................................................................61
17 Contractor’s State of Florida Web Page..................................................................................62
18 Addenda ...............................................................................................................................63
1 Introduction

The State of Florida ("State"), Department of Management Services ("Department"), invites interested vendors, to submit Responses in accordance with these solicitation documents for the purchase and delivery of Commercial Off-The-Shelf Software, also referred to as COTS as defined in Definitions, section 1.3.3 of this ITB solicitation document. The purpose of the solicitation is to establish an approximately four (4) year State Term Contract, for use by all State of Florida agencies and Other Eligible Users (OEUs) for the acquisition of COTS software with potential options for renewals as allowed by Chapter 287, Florida Statutes.

The intent is to obtain the most cost effective COTS software for the State of Florida while maximizing the variety of COTS products, software maintenance and associated services. Qualified companies must have the capability to provide the COTS in all respects in accordance with the solicitation documents and to the satisfaction of the Department.

This solicitation will be administered using the Department’s e-sourcing tool, MyFloridaMarketPlace (MFMP). Information about submitting a bid can be found in section 3, Response Instructions, of this solicitation. Vendors interested in submitting a bid to this solicitation must comply with all of the terms and conditions described within.

1.1 Objective

The goal of the Department in issuing this solicitation is to establish a State Term Contract (STC) as defined by subsection 287.012(28), Florida Statutes, for Commercial Off-The-Shelf (COTS) software as defined in section 1.3.3. Information regarding the desired COTS software categories can be found in section 5 of this solicitation document and in the Statement of Work (SOW) (section 7). Subsection 287.012(28), Florida Statutes, defines a STC as “indefinite quantity contracts competitively procured by the Department pursuant to section 287.057, Florida Statutes, available for use by Eligible Users.”

The current COTS Alternate Contract Source Agreement has an average annual volume of $5.5 million dollars. Other COTS software is currently purchased from additional alternate contract source agreements and has an average annual sales volume of $5.1 million dollars. The combined average annual COTS software sales volume is $10.6 million dollars. Estimated sales volume is for informational purposes only and should not be construed as representing actual, guaranteed, or minimum purchase under any new state term contract. Customers include state agencies and OEUs. The Department intends to make a multiple, statewide award. However, the Department reserves the right to award to one or multiple responsive and responsible vendors or to make no award, as determined to be in the best interest of the State.
1.2 Term
The initial term of the contract will be four years with up to four renewal years. The contract may be renewed in whole or in part for a period that will not exceed the renewal years, at the renewal pricing specified in the contract.

1.3 Definitions
The definitions listed below apply to this solicitation in addition to the definitions in the PUR 1000 or 1001. Additional definitions specific to the contract can be found in section 7 of the SOW.

1.3.1 Catalog
Catalog means a list of products or description of services within the scope of the ITB arranged systematically with corresponding prices.

1.3.2 Commercial Off-The-Shelf Software (“COTS” or “COTS software”)
Commercial Off-The-Shelf Software means software that is ready-made and available for sale to the general public. COTS software is designed to be implemented easily into existing systems without the need for customization.

1.3.3 Contract
Contract means the agreement that results from this competitive procurement, if any, between the Department and the responsible vendor(s) who submit(s) the lowest responsive bid(s). (This definition replaces the definition in the PUR 1000.)

1.3.4 Contract Administrator
Contract Administrator means the DMS Contract Administrator.

1.3.5 Contractor(s)
Contractor(s) means the responsive and responsible vendor(s) awarded a Contract pursuant to this solicitation.

1.3.6 Customer
Customer means any Eligible User as defined in this solicitation.

1.3.7 Eligible User
Eligible User is also defined in Rule 60A-1.005, Florida Administrative Code. The following entities are Eligible Users:

1. All governmental agencies, as defined in section 163.3164, Florida Statutes, which have a physical presence within the State of Florida;
2. Any independent, non-profit college or university that is located within the State of Florida and is accredited by the Southern Association of Colleges and Schools. Section 287.056, Florida Statutes, governs agencies’ use of the Contract.

1.3.8 Large Account Reseller (LAR)
LAR is a term used by software publishers to identify their largest value added resellers. LARs are authorized by the software publisher to offer larger discounts than other account resellers and are capable of providing the sale of software licenses, the management of the licenses and any services proposed. For this solicitation, LARs must have at least five years’ experience (minimum experience must be from 2008 - 2013) working with large government software accounts such as California, New York and Texas on behalf of the software publisher.

1.3.9 Other Eligible User (OEU)
Other Eligible User means Eligible User that is not an Agency as defined in subsection 287.012(1), Florida Statutes.

1.3.10 Respondent
Respondent means a vendor who submits a response to this solicitation.

1.3.11 Responsible Vendor
Responsible Vendor defined in subsection 287.012(25), Florida Statute, means a vendor who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.

1.3.12 Responsive Vendor
Responsive Vendor defined in subsection 287.012(27), Florida Statute, means a vendor that has submitted a bid that conforms in all material respects to the solicitation.

1.3.13 Software
Software is a generic term for organized collections of computer data and instructions, often broken into two major categories: system software that provides the basic non-task-specific functions of the computer, and application software which is used by users to accomplish specific tasks.

1.3.14 Software Publisher
Software Publisher means the intellectual property rights holder who owns a category of intangible rights protecting commercially valuable products of the human intellect. The category comprises primarily trademark, copyright, and patent rights, but also includes trade-secret rights, publicity rights, moral rights, and rights against unfair competition.
1.3.15 Software Publisher’s Nationally Advertised Price List
Software Publisher’s Nationally Advertised price list means the most recent document published by the Software Publisher that details products available, model/sku numbers, options, and prices for each.

1.3.16 State
State means State of Florida.

1.3.17 State Purchasing
State Purchasing means the division within the Department responsible for administration of this solicitation and will be responsible for day-to-day administration of the Contract.

1.3.18 Vendor(s)
Vendor(s) means an entity that is capable and in the business of providing a commodity or contractual service.

1.4 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) 922-7535. Requests for accommodation for meetings must be made at least five workdays 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).

1.5 Procurement Officer
The person named below is the Procurement Officer issuing the above listed solicitation. The Procurement Officer is the sole point of contact for information regarding this solicitation from the date of release of the solicitation until the contract award is made and announced in the Vendor Bid System (VBS).

1.5.1 The Procurement Officer for this solicitation is:

Lori Alberstadt
Category Manager
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360, Tallahassee, FL 32399-0950
Phone: 850-488-4945
Email: Lori.Alberstadt@dms.myflorida.com
1.5.2 Submitting Questions
All questions regarding the content of this solicitation must be submitted in accordance with section 5 of the PUR 1001 form, which is incorporated by reference in section 3 of this solicitation. Directions on submitting questions can be found in section 2.4 of this solicitation.

1.5.3 Limit on Contact Reminder
As a reminder, section 21 of the PUR 1001 Form is incorporated into this solicitation by reference in section 3 of the solicitation, please note:

“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.

1.6 Supporting Documentation
All supporting documentation must be included as part of the Respondent’s bid. Failure to provide all supporting documentation shall result in the rejection of the bid.

1.7 Must, Shall and Will
The Terms “must”, “shall”, “will”, “is required,” identify a mandatory item or factor (as opposed to “desirable”). Failure to meet a mandatory item or factor will result in the rejection of the bidder’s response.

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2 The Solicitation

2.1 Governance

The solicitation is governed by Chapter 287, Florida Statutes, and Chapter 60.A-1, Florida Administrative Code. The Department posts an ITB on the VBS to initiate the process. Responses to the solicitation from the responsive and responsible vendors shall be evaluated against the Selection Methodology found in section 5.

The solicitation has the following phases:

2.1.1 The Solicitation Phase

A solicitation formally begins when the Department posts a Notice of Solicitation in the VBS. The VBS is the State of Florida’s system of record, and all competitive solicitations are posted there.

Generally, the Notice of Solicitation posted in VBS consists of the solicitation number and name, as well as instructions for responding to the solicitation. Since July 1, 2003, the Department of Management Services has also used an online e-procurement system known as MFMP. This solicitation is being conducted in the sourcing component of MFMP.

Solicitations conducted in MFMP can exist in two statuses:

- Preview
- Open

2.1.2 Solicitation in Preview Status

An ITB published in MFMP is initially in Preview Status. When a solicitation is in Preview Status, potential Respondents and the general public can view and download all the information related to a particular solicitation. Vendors who are registered with MFMP are able to submit questions using MFMP’s Messaging tab. The Department will answer all questions submitted through the MFMP Messaging system in a formal Question and Answer Addendum as described in section 2.5.

A solicitation remains in Preview Status until the Question and Answer Addendum is issued.

2.1.3 Solicitation in Open Status

Once the Question and Answer Addendum is issued, a solicitation enters Open Status. When a solicitation is in Open Status, all vendors who are registered with MFMP may submit Responses until the Response Due Date listed in the Timeline of Events, section 2.2.
2.1.4 The Evaluation Phase
Once all responses are received, the Procurement Officer will examine the Qualification Questions, Vendor Price Sheets, and Other Required Documentation to determine if each Respondent is deemed responsive. Responses deemed non-responsive will not be evaluated or awarded. After this, the Procurement Officer performs an evaluation of all responsive responses using the Selection Methodology listed in section 5. Following the evaluation, the Procurement Officer completes a Bid Tabulation, which is reviewed by management, and then forwarded to the Secretary as a recommendation to award or to reject all bids.

2.2 Timeline of Events
Respondents should become familiar with the Timeline of Events. A copy of the Timeline of Events is available for download in section 4.7.5.

The dates and times within the Timeline of Events may be subject to change. All changes to the Timeline of Events will be through an Addendum to the solicitation posted to the VBS and added to the solicitation in MFMP. It is the responsibility of the Respondent to check for any changes in both locations.

<table>
<thead>
<tr>
<th>Event</th>
<th>Time</th>
<th>Date</th>
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</thead>
<tbody>
<tr>
<td>Solicitations Notification posted in the VBS</td>
<td></td>
<td>2/4/2014</td>
</tr>
<tr>
<td>Solicitation Opens in MFMP in Preview Mode</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Public Meeting: Pre-Bid Conference and MFMP Training Non-Mandatory for Respondents</td>
<td>2:00 p.m.</td>
<td>2/12/2014</td>
</tr>
<tr>
<td>Rm 101, 4050 Esplanade Way, Tallahassee, FL 32399</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Call-in number: 1-888-670-3525 Participant Code: 8692775563#</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Last day to register as a new MFMP vendor and join the event before question submission deadline.</td>
<td>2:00 p.m.</td>
<td>2/17/2014</td>
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<tr>
<td>Question Submission Deadline</td>
<td>2:00 p.m.</td>
<td>2/19/2014</td>
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<tr>
<td>Anticipated Date of Questions and Answers Addendum</td>
<td></td>
<td>3/10/2014</td>
</tr>
<tr>
<td>Bidders May Begin Submitting Responses</td>
<td>2:00 p.m.</td>
<td>3/10/2014</td>
</tr>
<tr>
<td>Last day to register as a new MFMP vendor and join the event before responses are due.</td>
<td>2:00 p.m.</td>
<td>3/13/2014</td>
</tr>
</tbody>
</table>

Commercial Off-The-Shelf Software
ITB No. 19-252-035-M
Page 14 of 63
<table>
<thead>
<tr>
<th>Event</th>
<th>Time</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Responses Due in MFMP Sourcing</td>
<td>2:00 p.m.</td>
<td>3/17/2014</td>
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<tr>
<td>Public Meeting: Selection of Market Basket Items for Evaluation.</td>
<td>2:01 p.m.</td>
<td>3/17/2014</td>
</tr>
<tr>
<td><strong>Non-Mandatory</strong> for Respondents</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4075 Esplanade Way, Room 166</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tallahassee, FL 32399</td>
<td></td>
<td></td>
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<tr>
<td>Public Meeting: Bid Opening</td>
<td>2:15 p.m.</td>
<td>3/17/2014</td>
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<tr>
<td><strong>Non-Mandatory</strong> for Respondents</td>
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<td></td>
</tr>
<tr>
<td>4075 Esplanade Way, Room 166</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tallahassee, FL 32399</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Anticipated date to post Notice of Intent to Award.</td>
<td>On or about</td>
<td>4/7/2014</td>
</tr>
<tr>
<td>Anticipated Contract Start Date</td>
<td>On or about</td>
<td>4/28/2014</td>
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All Events following the Response Opening are anticipated and subject to change in time, date, and location. Activities during the Evaluation Phase may alter the Timeline of Events. The Department will update the Timeline of Events in an Addendum if any changes occur.

### 2.3 Public Meetings During the Solicitation

The Department may conduct Public Meetings. Members of the general public, current vendors, potential vendors, and interested persons are invited to attend any Public Meeting. Anyone attending these meetings is requested, but not obligated, to register their attendance in a means provided by the Department at the time and location of the meeting. The Department will provide a listing of vendors who have submitted a response to this solicitation to attendees of the Response Opening upon request.

Each public meeting will be held according to the Timeline of Events, section 2.2.

### 2.4 Question Submission Period

The Department invites interested and registered vendors to submit questions regarding the solicitation through the MFMP “Messaging” tab (referred to as the “Q&A Board” in PUR 1001) during the defined Question Period. The Question Period begins in MFMP when the Department publishes a solicitation and closes according to the Timeline of Events, section 2.2 of this solicitation.

The purpose of this Question Period is to assist the Department in “…assuring the vendor’s full understanding of the solicitation requirements” in accordance with section 287.057(2), Florida.
Statutes, by providing registered vendors with written binding answers to questions about the solicitation.

In order to submit a question, vendors must be registered in MFMP and able to access the ‘Messages’ tab in the solicitation dashboard per the PUR 1001 Form incorporated into this solicitation by reference into section 3 of the solicitation.

“Questions must be submitted via the Q&A Board within MFMP and must be RECEIVED NO LATER THAN the time and date reflected on the Timeline of Events. Questions shall be answered in accordance with the Timeline of Events. All questions submitted shall be published and answered in a manner that all respondents will be able to view. Respondents shall not contact any other employee of the Buyer or the State for information with respect to this solicitation. Each respondent is responsible for monitoring the MFMP site for new or changing information. The Buyer shall not be bound by any verbal information or by any written information that is not contained within the solicitation documents or formally noticed and issued by the Buyer's contracting personnel.”

2.5 Question and Answer (Q&A) Addendum

The Department will issue an addendum containing the questions submitted by registered vendors and the written binding answers of the Department. This addendum will be issued according to the Timeline of Events, section 2.2.

2.6 Additional Addenda

The Department reserves the right to modify this solicitation by issuing additional addenda to the (Q&A) addendum above. Addenda may modify any aspect of this solicitation. Any addenda issued will be posted on the VBS and within the MFMP. It is the vendor’s responsibility to check for any changes to a solicitation prior to submitting a response.

2.7 Contract Formation

The Department will enter into a Contract with each awarded vendor(s) pursuant to the Selection Methodology in section 5. The final contract will be composed of the following:

- Contract Cover Sheet
- General and Special Contract Terms and Conditions (Section 6)
- Statement of Work (Sections 7-17)
- Vendor Price Sheet
- Other Documentation (as required)

A vendor’s response to this solicitation is its agreement to and waiver of any objections, not already waived by lack of timely proper petition under section 120.57(3) (b), Florida Statutes, regarding the General and Special Contract Terms and Conditions and to the SOW.
2.8 Response Contents

The Respondent response shall be organized as directed in section 4.4 of this solicitation. Respondents shall complete each section entirely or the Respondent may be deemed nonresponsive.

2.9 Documentation

All documentation supplied by a vendor as part of its sealed response to this solicitation becomes the exclusive property of the Department upon the Response Opening listed in the Timeline of Events, section 2.2.

2.10 Replacement or Withdrawal of Response to a Solicitation

A vendor may replace or withdraw a sealed response to a solicitation at any time prior to the Response Opening listed in the Timeline of Events, section 2.2.

2.11 Diversity

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

Enterprises that desire to be certified as a small, minority-, veteran-, or women-owned business can request certification information from the Department’s Office of Supplier Diversity, which can be reached at this link:

http://www.dms.myflorida.com/other_programs/office_of_supplier_diversity_osd

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3 General (PUR 1001) and Special Instructions to Respondents

This section contains the General Instructions to Respondents and additional instructions as well. General Instructions to Respondents (PUR 1001) is incorporated by reference and may be downloaded and viewed by clicking on the link here: [PUR 1001](#).

3.1 Special Instructions

3.1.1 MFMP Registration

In order to submit a question or response, vendors must have a current vendor registration and be listed as ‘active’ for “Sourcing Events” within MFMP Vendor Information Portal (VIP). The VIP can be accessed via this link: [https://vendor.myfloridamarketplace.com/](https://vendor.myfloridamarketplace.com/).

The MFMP may be accessed using the following link: [https://sourcing.myfloridamarketplace.com](https://sourcing.myfloridamarketplace.com).

**Registered State of Florida Vendors:** Login using your MFMP Vendor Information Portal username and password to view active solicitations. To see other solicitation information, please go to the VBS. Click [here](#) to go to VBS.

**Public Access:** If you wish to view active solicitations click the 'Public Access' button. To see other solicitation information, please go to the VBS. Click [here](#) to go to VBS. To participate in a solicitation within MFMP, you must be a registered MFMP vendor. If you are not currently registered with MFMP you must:

1. Create an account through the MFMP Vendor Information Portal (MFMP - VIP)
2. Within MFMP - VIP, indicate on the Solicitations page that you wish to participate in electronic solicitations.
3. Within MFMP - VIP, in the Commodity Selections section, select the commodity codes for the goods and services that your business would like to provide to the State. You will not be informed of events for commodities that you do not select here.

Please Note that changes made in MFMP - VIP, including new registrations, will take effect the following business day. Click [here](#) to register.

**All Vendors:** Vendors must complete their registration **at least 48 hours** before a bid submission is due.

For questions, please contact the MFMP Customer Service Desk at 1-866-352-3776 or email vendorhelp@myfloridamarketplace.com.

The awarded vendor(s) will be required to pay the required transaction fees 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 subsection 287.042(h), Florida Statutes.

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Commercial Off-The-Shelf Software
ITB No. 19-252-035-M
Page 18 of 63
3.1.2 Training
MFMP offers a vendor training guide on the DMS website at: http://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/mfmp_vendors/vendor_toolkit/mfmp_sourcing_3_0_upgrade. Respondents may download the pdf document for review. In addition, MFMP training will be offered to vendors as indicated in section 2.2, Timeline of Events.

3.1.3 Who May Respond
The Department will evaluate bids from responsive and responsible vendors that are LARs. To be eligible for award, a vendor shall demonstrate the capability to perform a statewide Contract in the State of Florida, meet the mandatory criteria listed in section 4 of this solicitation, section 7 the SOW, and answer "yes" to all Qualification Questions listed in section 4.1 of the solicitation.

3.1.4 How to Submit a Bid
Respondents will submit their bids electronically via MFMP. The Department will only evaluate bids submitted using MFMP. Respondents must answer the qualification questions listed in section 4.1 in order to be able to submit a bid.

Bids that fail to submit all required information will be deemed non-responsive. Bids shall be prepared simply and economically, providing a straightforward, concise delineation of the respondent’s capabilities to satisfy the requirements of this ITB.

Fancy bindings, colored displays, and promotional material are not desired. The emphasis of each bid shall be on completeness and clarity of content, prepared simply and economically, providing a straightforward, concise delineation of the respondent’s capabilities to satisfy the requirements of this ITB.

Respondents are responsible for submitting their bids by the date and time specified in the Timeline of Events located in section 2.2 of this solicitation. The Department will not consider late bids.

3.1.5 Additional Information
By submitting a response, the vendor certifies that it agrees to and satisfies all criteria specified in the solicitation. The Department may request, and a responding Respondent shall provide, supporting information or documentation. Failure to supply supporting information or documentation as requested may result in the vendor being determined to not be a responsive vendor and their responses not being evaluated.
3.1.6  Alternate Response
Respondent may only submit one bid. Within the bid the Respondent shall submit pricing and
discounts as provided in the Vendor Price Sheet. The Department seeks each Respondent’s
single-best Response for the State of Florida as outlined in the ITB, specifically section 4.4.2
and section 7, SOW.

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4 Vendor Submission

Section 4 of this solicitation contains the substance of the requested response. Responding vendors do not need to respond to any other sections, or provide any other documentation than those required by the items presented in section 4. Respondents shall answer all questions and submit all documentation requested as part of this section, in accordance with the instructions presented for each subsection.

4.1 Qualification Questions

Responding vendors will submit a Yes/No Response to the following Qualification Questions within MFMP. A responding vendor must meet the qualifications identified and certify their compliance with the requirements in the following Qualification Questions in order to be considered responsible and responsive for award.

Vendors that answer ‘NO’ to any of the Qualification Questions are not responsive vendors and their responses will not be evaluated.

### Qualification Questions

<p>| Question 1 | Does Respondent certify that the person submitting the reply is authorized to respond to this solicitation on the software publisher’s behalf? |
| Question 2 | Does Respondent certify that it is not a Discriminatory Vendor or Convicted Vendor as defined in sections 7 and 8 of the PUR 1001? |
| Question 3 | Does Respondent certify its representation that all the statements contained within section 9 are true as applied to Respondent (Respondents Representation and Authorization) of the PUR 1001? |
| Question 4 | Does Respondent certify that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List pursuant to section 215.473, Florida Statutes? |
| Question 5 | Does Respondent certify that it is not on the Suspended / Complaints to Vendor lists? Click on this link to confirm: <a href="#">lists</a> |
| Question 6 | Does the Respondent certify that it will, if awarded, submit to the Department, at least annually, the completed signed Preferred Pricing Affidavit as outlined in section 4.4.2.2 and required by 6.1.13? |</p>
<table>
<thead>
<tr>
<th>Question 7</th>
<th>Does the Respondent certify that it has provided the products described in this solicitation as a LAR continuously from July 1, 2008 to the present?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Question 8</td>
<td>Does the Respondent certify that it is a LAR for the software publishers listed in its response for this COTS software solicitation?</td>
</tr>
<tr>
<td>Question 9</td>
<td>Does the Respondent certify that it has an ACTIVE registration with the Florida Department of State, Division of Corporations?</td>
</tr>
<tr>
<td>Question 10</td>
<td>Does the Respondent certify that it does not have any outstanding transaction fees owed in the MFMP fee reporting system?</td>
</tr>
<tr>
<td>Question 11</td>
<td>Does the Respondent certify that the pricing offered in their bid is the best available pricing for the State of Florida and that it is comparable to, or better than, pricing offered to other similarly situated governmental entities such as California, New York, Texas or GSA?</td>
</tr>
<tr>
<td>Question 12</td>
<td>Does the Respondent certify that it has read the COTS software solicitation and agree to all Terms and Conditions.</td>
</tr>
</tbody>
</table>

4.2 Price Sheet Responses

Responses are to be organized as directed in the attachment(s) provided. Responding vendors shall submit complete responses exactly as specified in the attachment(s) or the responding vendor may be determined to not be a responsive vendor and its response not evaluated. Please attach the Price Sheet(s) as directed in the attachment(s) in the link(s) provided in this section. Each link in MFMP will only accept a single attachment.

Other than providing the required Response information within the Price Sheet, the responding vendor agrees and confirms that they have not altered the information, specifications, and contents of the Price Sheet, as created by the Department. Any alteration of the Price Sheet specifications or contents may result in the Respondent not being considered a responsive Respondent and their responses not evaluated.

Please upload completed Price Sheet(s) as indicated in section 4.5 of this solicitation document.
4.3 Required Documentation

Responding Respondents must upload an electronic copy of the required documentation in the following sections. The following conditions apply to each requirement in this section:

- In the case where the Department provides an attachment that is able to be electronically filled in, responding vendors must download the attachment, fill it out, and then attach the completed copy in the link provided.
- In the case of original or signed documentation, responding vendors may attach scanned copies of original documents.
- In the case where multiple original or signed items are requested as part of a single requirement, please combine multiple scanned items into a single PDF attachment. Each link in MFMP will only accept a single attachment.
- MFMP accepts files up to 20 Megabytes in size.

4.4 Contents of Bid

Respondents shall submit their bid response in the following format with all information indicated in each section below. (See section 4.5 for upload instructions.)

4.4.1 Technical Information

Bids are to be organized in sections as directed below. Respondents shall complete each section entirely or the Respondent may be deemed non-responsive. The following sections of the Bid shall be submitted as a single attachment through the MFMP.

The Bid shall be organized as follows:

4.4.1.1 Tab 1 Company Information (Max 10 page limit)

Tab 1 shall contain the following information:

a) Company name and address(es).

b) The company’s principle place of business.

c) An executive summary of the bid. (No pricing information should be included in the executive summary.)

d) Contractor Information Worksheet

Respondent shall submit one completed Contractor Information Worksheet form with the reply. This form identifies persons responsible for answering questions about the reply and administering the Contract. The Worksheet can be downloaded from the attachment as indicated below. Please fill out the Worksheet and upload it at the link provided in section 4.5.
e) Ordering Instructions

The Respondent shall submit one completed Ordering Instructions form with the reply. This form identifies the contact information, phone numbers, remit to address, and any special instructions necessary for Customers to successfully place an order with awarded contract vendors. The form can be downloaded from the following attachment. Please fill out the Ordering Instructions form and upload it at the link provided in section 4.5.

DOWNLOAD THE CONTRACTOR INFORMATION WORKSHEET.

DOWNLOAD THE ORDERING INSTRUCTIONS FORM.

Failure to provide all required documentation noted in Tab One above may result in the Respondent being deemed non-responsive.

4.4.1.2 Tab 2 Experience and Ability to Provide COTS Software (Max 10 page limit)

Tab 2 shall contain the following information:

a) Brief history of the company.

b) Company’s organizational chart.

c) Prior Work Experience

Respondent must provide prior work experience with similar contracts or services and must be able to demonstrate that they have operated as a LAR for the categories of software defined within this solicitation. Respondent must also provide Employment Verification (E-Verify) information per section 6.1.14 of this solicitation. Information must include a screenshot of the E-Verify company information registration page.

d) LAR Experience

The Respondent must be able to provide documentation from the Software Publisher identifying the company as a LAR for the COTS software in this solicitation. Documentation must demonstrate a minimum of five (5) years’ experience from July 1, 2008 - 2013. Experience may be combined from multiple accounts within that time period.

e) Software Publisher’s Certification

Respondent shall submit one completed Software Publisher’s Certification form for each Software Publisher they represent and offer licenses/services for as part of their Response. The Software Publisher’s Certification form must certify that the Respondent is directly authorized by the Software Publisher to provide the products and services
contained in Respondent’s bid consistent with this solicitation. Third-party relationships (e.g., Manufacturer’s Certification of a Vendor who in turn is represented by a separate Respondent) will not be accepted. Respondent must submit the Software Publisher’s Certification form(s) as part of their respective Response. The Software Publisher’s Certification form shall be executed by the Software Publisher only and may not be completed by the Reseller. Reseller agreements will not be accepted in lieu of a Software Publisher’s Certification form. The Software Publisher’s Certification form shall be submitted to the Department electronically using MFMP.

**Download the Software Publisher’s Certification form.**

Failure to provide all of the required documentation noted in Tab Two with the Response may result in the Respondent being deemed non-responsive.

4.4.1.3 **Tab 3 References**
All respondents shall provide a minimum of three (3) governmental references for COTS software sold in the last twenty-four (24) months. References provided should support the Respondent’s ability to meet the needs of “Eligible Users” within the State of Florida. References shall include the following: the name of the agency, university, city, county or school board, contact information and indicate the specific products or services and where it was purchased. Failure to supply the required documentation may result in disqualification of the bid. The State of Florida reserves the right to contact the references regarding the products/services provided.

References shall pertain to current and ongoing software sales or services or those that were completed prior to November 18, 2013. References shall not be given by:

- Persons employed by the Department within the past three years.
- Persons currently or formerly employed or supervised by the Respondent or its affiliates.
- Board members within the Respondent’s organization.
- Relatives of any of the above.

Each reference shall include the following information:

a) Company Name, Address, Name of Principal Contact, Telephone Number, Email Address, Contract Number, Term of Contract, Description of Contract, and Contract Value.

b) References will be contacted by the Department and asked the questions identified in the Reference document. Respondents only need to complete section 1 and the contact information for the individual identified as the “Reference.”
c) Respondents shall download the attached Reference form and provided a completed form with the bid response. (The form may be duplicated for each reference provided. Completed forms may be combined and attached as one document.)

**DOWNLOAD THE REFERENCE FORM.**

4.4.1.4 Tab 4 Disputes
Respondents shall identify all contract disputes Respondent (including its affiliates, subcontractors, agents, etc.) has had with any customer, including Eligible Users, within the last five years related to contracts under which Respondent provided commodities or services in the continental United States on an organizational or enterprise level. The term “contract disputes” means any circumstance involving the performance or non-performance of a contractual obligation that resulted in any of the following actions:

a) The institution of any judicial or quasi-judicial action against Respondent as a result of the alleged default or defect in performance; or

b) The assessment of any fines or liquidated damages under such contracts.

For each dispute, Respondent shall list the following information:

a) Identify the contract to which the dispute related;

b) Explain what the dispute related to; and

c) Explain whether there was a resolution of the dispute and provide a brief summary of the resolution. Additional supporting documentation may be requested as needed.

d) If the dispute is ongoing, identify the status of the dispute.

If the Respondent has had no disputes during the timeframe identified, the Respondent must provide a signed, notarized statement indicating that there are no current or past disputes to report.

Failure to provide the information required in Tab Four with the Response may result in the Respondent being deemed non-responsive.

4.4.1.5 Tab 5 Financial and Industry Standing and Strength
Each Respondent is required to provide information regarding its “Financial and Industry Standing and Strength” in order to demonstrate that it is financially stable, in good standing with creditors and Software Publishers, and has the resources necessary to provide products and perform the services outlined in this ITB on a statewide basis.
Respondents shall include financial statements for the last three years, in accordance with Generally Accepted Accounting Principles. (Financial documentation may be combined into one file and uploaded as one document.)

Failure to provide the information required in Tab Five with the Response may result in the Respondent being deemed non-responsive.

4.4.2 Price Sheet Responses
Pricing information is identified in sections 11 and 12 of the ITB. Associated forms are listed below.

4.4.2.1 Price Sheet Submission
Respondents shall complete, and shall not alter the format of, the attached pricing sheets (government and academic) as indicated in the instructions tab on the form. Failure to supply the required documentation on the form provided by the Department may result in the Respondent being deemed non-responsive.

DOWNLOAD A BLANK COPY OF THE GOVERNMENT PRICE SHEET.
DOWNLOAD A BLANK COPY OF THE ACADEMIC PRICE SHEET.

4.4.2.2 Preferred Pricing Affidavit
Contractors shall submit to Department, at least annually, a copy of the completed Preferred Pricing Affidavit as required in section 6.1.13 of this solicitation document. Failure to supply the required documentation may result in Respondent being deemed non-responsive.

DOWNLOAD A BLANK COPY OF THE PREFERRED PRICING AFFIDAVIT.

4.4.2.3 Savings / Price Reductions
Respondent shall submit one accurately completed Savings / Price Reductions form with their Response containing the COTS software and services offered to the State of Florida and a method(s) for the Department to verify the savings information provided. The Savings / Price Reductions form will not be used to determine award, only to verify the Savings / Price Reductions being offered. The Savings / Price Reductions form shall be submitted to the Department electronically using MFMP. Failure to provide the Savings / Price Reductions form with the Response may result in the Respondent being deemed non-responsive.

DOWNLOAD THE SAVINGS / PRICE REDUCTIONS FORM.

4.4.3 Other Required Documentation

4.4.3.1 Department of State Registration Form (Statement of Good Standing)
Respondent shall submit a copy of its active registration with the Department of State, which authorizes the company to do business in Florida. Failure to supply the required documentation may result in the Respondent being deemed non-responsive.

4.4.3.2 Certifications
In the event that the Department’s evaluation results in identical evaluations of bids, the Department will select a Respondent based on the criteria identified in subsection 287.057(11), Florida Statutes and Rule 60A-1.011, F.A.C. Please provide the following documentation, if applicable.

- Certification of Drug-Free Workplace
- Certification of Minority Business
- Certification of Wartime or Service Disabled Veteran

**DOWNLOAD A COPY OF THE CERTIFICATION OF DRUG-FREE WORKPLACE FORM.**

If these do not apply to your company, please upload a document with a statement to that effect.

4.4.3.3 Out-of State Preference Letter from Attorney
Any Respondent who stated in Tab 1 of its response that its “principal place of business” is outside of this state must submit with its bid a written opinion of an attorney at law, licensed to practice law in that foreign state, that contains information explaining the preferences, any or none, granted by the law of that state to its own business entities whose principal place(s) of business are in that foreign state in the letting of any or all public contracts. For the purpose of this ITB, “principal place of business” means the state in which the Respondent’s high level officers direct, control, and coordinate the Respondent’s activities.

4.4.3.4 Purchase Orders/ Invoices
All respondents shall provide a minimum of three (3) purchase orders or invoices with the bid package to document the sales of software similar to those listed in the Respondent’s bid. Purchase Orders or Invoices shall indicate the date the order was received and the date the order was shipped to the Customer. Purchase Orders provided should be comparable or represent a typical order that would be placed by a state agency or eligible user (i.e. city, county or school). Purchase orders may, but are not required to, match the references cited above. Failure to supply the required documentation may result in the Respondent being deemed non-responsive.

4.4.3.5 Product Category List
All Respondents shall download the provided Product Category List and check the boxes next to each category/subcategory to indicate those products the Respondent can provide. Failure to supply the required documentation may result in the Respondent being deemed non-responsive.

Commercial Off-The-Shelf Software
ITB No. 19-252-035-M
Page 28 of 63
DOWNLOAD THE PRODUCT CATEGORY LIST.

4.4.3.6 Required Software Product List
Respondents may offer all available software products that meet the scope of this solicitation within a category or subcategory indicated in the Product Category List (section 4.4.3.6); however, for the category Market Basket 1 “Top Previous Software Publishers Purchased,” Respondents must, at a minimum, provide pricing for all of the software products listed in the Required Software Product List for at least four of the software publishers. The list and associated vendor proposed pricing will be used for evaluation purposes.

DOWNLOAD THE REQUIRED SOFTWARE PRODUCT LIST.

4.4.3.7 Software Publisher’s Nationally Advertised Price List
All software offered in this bid must be listed in the Software Publisher’s current nationally advertised market price list. Respondents shall upload a copy of the software publisher’s nationally advertised price list for each category/subcategory of products provided. If Respondent is proposing software from multiple software publishers, then Respondent shall provide one document combining all software publisher price lists. Price lists must clearly indicate the products by software publisher. Respondents must also indicate the discount percentage applied to the nationally advertised price to obtain the Florida price proposed. Failure to supply the required documentation may result in the Respondent being deemed non-responsive.

4.4.3.8 LAR’s Nationally Advertised Price List
All software offered in this bid must be listed in the LAR’s current national advertised market price list. Respondents shall upload a copy of their nationally advertised price list. The discount percentages, as submitted by the Respondent for this bid, will be applied to the Publisher’s and LAR’s nationally advertised price list to determine all Florida contract pricing proposed. Respondents may provide a redacted copy of the LAR’s price list in addition to the required price list. Failure to supply the required documentation may result in the Respondent being deemed non-responsive.

4.5 Vendor Response Upload
Respondent shall upload their complete response as follows. (Be sure to include all completed forms for this section.)

4.5.1 Upload Tab 1, Company Information, response.
(Company information and Contract Information Worksheet.)

4.5.2 Upload Tab 2, Experience and Ability, response.
(Experience, Software Publisher’s Certification forms and E-Verify Information.)

4.5.3 Upload Tab 3, References, response.
(Reference forms.)
4.5.4 Upload Tab 4, Disputes, response.

4.5.5 Upload Tab 5, Financial, response. (Financial Statements)

4.5.6 Upload Tab 5, Financial, Pricing response, Government (Government Price Sheet.)

4.5.7 Upload Tab 5, Financial, Pricing response, Academic (Academic Price Sheet.)

4.5.8 Upload Tab 5, Financial, response, Other Forms (Preferred Pricing Affadavit and Savings / Price Reductions forms.)

4.5.9 Upload Tab 5, Financial, Other Required Documents, parts 4.4.3. (Statement of Good Standing, Certifications, Out-of-State Preference Letter, Purchase Orders, and Product Category List)

4.5.10 Upload Tab 5, Financial, Other Required Documents, part 4.4.3.8 (Software Publisher’s Nationally Advertised Price Lists).

4.5.11 Upload Tab 5, Financial, Other Required Documents, part 4.4.3.9 (LAR’s Nationally Advertised Price List).

4.5.12 Upload Additional Information. (Upload any additional information pertinent to Respondent’s submission such as product literature as applicable.)

4.6 Redacted Submissions

The following subsection supplements section 19 of the PUR 1001. If a responding vendor considers any portion of the documents, data or records submitted in response 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, Respondent must mark the document as “Confidential” and simultaneously provide the Department with a separate redacted copy of its response 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 name of the responding vendor on the cover, and shall be clearly titled “Redacted Copy.” The Redacted Copy should only redact those portions of material that the Respondent claims are confidential, proprietary, trade secret or otherwise not subject to disclosure.

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 responding vendor such an assertion has been made. It is the responding vendor’s responsibility to assert that the information in question is exempt from disclosure under chapter 119 or other applicable law. If the Department becomes subject to a demand for discovery or disclosure of the Confidential
Information of the responding vendor in a legal proceeding, the Department shall give the responding vendor prompt notice of the demand prior to releasing the information (unless otherwise prohibited by applicable law). The responding vendor shall be responsible for defending its determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure.

By submitting a solicitation, the responding vendor agrees to protect, defend, and indemnify the Department for any and all claims arising from or relating to the responding vendor's determination that the redacted portions of its solicitation are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If the responding vendor fails to submit a redacted copy of information it claims is confidential, the Department is authorized to produce the entire documents, data, or records submitted to the Department in answer to a public records request for these records.

4.6.1 Redacted Copies
Please attach any Redacted Copies.

4.7 Informational Forms

The following forms are for information purposes only and are not required to be completed and returned with the bid submission.

4.7.1 Vendor Checklist
This form is a checklist to assist Respondents in ensuring that all required parts of the bid have been gathered, completed and submitted in the appropriate section of the bid response.

   Download a copy of the Vendor Checklist.

4.7.2 Quarterly Reporting Form
This form is a sample of the form that must be submitted at the end of each quarter as outlined in section 13 of the ITB.

   Download a copy of the Quarterly Report form.

4.7.3 Product Update Form
This form is a sample of the form that must be submitted when reporting product changes as detailed in sections 12.1 and 12.2 of the ITB.

   Download a copy of the Product Update form.

4.7.4 Sample Contract
This is a sample of a potential contract document. The final contract will be provided to awarded Respondents after the notice of contract award has been posted. The contract will become effective upon the last date signed.
Download a copy of the Sample COTS Contract.

4.7.5 Timeline of Events
This form contain all of the pertinent times and dates connected with this solicitation. Respondents should become familiar with this document. The dates and times within the Timeline of Events may be subject to change. All changes to the Timeline of Events will be through an Addendum to the solicitation posted to the VBS and added to the solicitation in MFMP. It is the responsibility of the Respondent to check for any changes in both locations. For convenience, download a copy of the Timeline of Events, or refer to section 2.2 of the solicitation.

4.7.6 Complete Copy of the ITB
Please download a copy of the complete ITB solicitation document for reference.

All Events following the Response Opening are anticipated and subject to change in time, date, and location. Activities during the Evaluation Phase may alter the Timeline of Events. The Department will update the Timeline of Events in an Addendum if any changes occur.

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5 Selection Methodology

This Section describes the methodology that the Department will use to select and award a contract to a responding vendor(s).

The Department reserves the right to award all items to a single vendor or award to multiple vendors by item, category, or any other separable portion if deemed to be in the best interest of the State. The Department reserves the right to make awards as determined to be in the best interest of the State of Florida, and 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 State of Florida’s best interest.

Market Basket 1: Top Previous Software Publishers Purchased – Required for this ITB

The Department intends to make awards to one or more responsive and responsible vendors – Respondents. Respondents must provide pricing for all software products listed in the “Required Software Product List" for all software publishers for Market Basket 1. The “Required Software Product List” is provided as part of the available vendor forms and attachments. Respondents must provide pricing for all products in the Required Software Products List for a minimum of four or more software publishers but Respondents may also provide other software available for each of the below mentioned software publishers as long as the software proposed is in scope of this solicitation document. A Product and Service Vendor Price Sheet (Price Sheet) is provided and Respondent is to insert or provide pricing for each software product as identified on the Price Sheet. See the Price Sheet for instructions on how to complete the Price Sheet.

The Department will randomly select (after bids have been received, but prior to bid opening) software products from the Required Software Product List for each software publisher in the Market Basket below. The Department will use Excel to generate random numbers for the selection of the software products on the Price Sheet. The number of randomly selected software products for each software publisher is based upon the proportion of annual state spend with each software publisher.

- Adobe - 5 products
- CommVault - 1 product
- McAfee - 2 products
- NetMotion - 2 products
- Oracle - 6 products
- Research In Motion - 1 product
- Symantec - 11 products
- VMware - 2 products

The Respondents’ prices for the randomly selected software products will be listed by software publisher and the prices will be evaluated by Florida Government Price and Academic Price. Per the Price Sheet Instructions, Respondents are to provide pricing for all items by filling an
entire row with pricing for either Florida Government Price or Academic Price or both. Failure to complete the Price Sheet as instructed on the instructions tab of each Price Sheet shall result in a Respondent being deemed unresponsive. The Department will separately sum for each software publisher each Respondents’ prices proposed for the randomly selected software products. The Respondent with the lowest sum total for Florida Government Price (including renewal pricing) and the Respondent with the lowest sum total for Academic Price (including renewal pricing) for the randomly selected software products for each software publisher will be awarded all the products for the respective software publisher. In the event of a tie, see section 5.3.

Additional Categories

Respondents may propose software in any of the following additional categories or associated subcategories (see Product Category List form (section 4.4.3.6) for a detailed list) and the Respondents will be awarded those additional categories or associated subcategories if they are an awarded vendor for Market Basket 1 and if pricing offered is the same as or better than the best pricing offered for software products within the associated subcategories from amongst the following: California, New York, Texas or GSA. The state reserves the right to verify pricing against the price list posted by the aforementioned states or GSA.

- Application Software
- Server/Mainframe Software/Tools
- Computer Programming Software/Tools

Value-added Services

To qualify for an award for Value-added Services a Respondent must be one of the awarded vendors in Market Basket 1. The award for Value-added Services will be to the Respondent(s) offering the same as or better than the best pricing or discount from amongst the following: California, New York, Texas or GSA. The awardees for Warranty Upgrade, Software Installation, Software Training, Customer Service/Technical and Annual Maintenance Review, respectively will be based on the price.

5.1 Basis of Award

Market Basket 1 will be awarded to the responsive and responsible Respondent(s) who offer the lowest sum total for Florida Government Price and/or Academic Price for the randomly selected software products for each software publisher. Additional categories or associated subcategories (Application Software, Server/Mainframe Software/Tools and Computer Programing Software/Tools) and Value-added Services will be awarded to any awarded vendor in Market Basket 1 that offers pricing or discount the same or better than the best pricing or discount from amongst the following: California, New York, Texas or GSA.

Any outstanding transaction fees owed or open reports listed in MyFloridaMarketPlace must be resolved to the Department’s satisfaction prior to entering into any contract.
5.2 Bid Disqualification

Bids that do not meet all requirements, specifications, terms, and conditions of the solicitation or fail to provide all required information, documents, or materials may be rejected as not responsive. Respondents whose bids, past performance, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of a contract may be rejected as not responsible. The Department reserves the right to determine which bids meet the requirements of this solicitation, and which Respondents are responsive and responsible.

5.3 Identical Evaluations of Responses

In the event that the Department’s evaluation results in identical evaluations of responses, the Department will select a Respondent based on the criteria identified in subsection 287.057(11), Florida Statutes and Rule 60A-1.011, Identical Evaluations of Responses.
6 General (PUR 1000) and Special Contract Terms and Conditions

This section contains the General Contract Conditions and the Special Contract Conditions for this solicitation. General Contract Conditions, PUR1000, is incorporated by reference and may be downloaded and viewed by clicking on the link here: PUR 1000.

6.1 Special Contract Conditions

6.1.1 Electronic Invoice
The Contractor shall supply electronic invoices in lieu of paper-based invoices for those transactions processed through the MFMP. Contractor agrees, upon Department's request, to establish electronic invoicing within ninety (90) days of written request. Electronic invoices shall be submitted to the Customer through the Ariba Supplier Network (ASN) in one of three mechanisms as listed below.

6.1.2 Commerce eXtensible Markup Language (cXML)
This standard establishes the data contents required for invoicing via cXML within the context of an electronic environment. This transaction set can be used for invoicing via the ASN for catalog and non-catalog goods and services. The cXML format is the Ariba preferred method for electronic invoicing.

6.1.3 Electronic Data Interchange (EDI)
This standard establishes the data contents of the Invoice Transaction Set (810) for use within the context of an EDI environment. This transaction set can be used for invoicing via the ASN for catalog and non-catalog goods and services.

6.1.4 Purchase Order (P.O.) Flip via Ariba Supplier Network (ASN)
The online process allows suppliers to submit invoices via the Ariba Supplier Network (ASN) for catalog and non-catalog goods and services. Contractors have the ability to create an invoice directly from their Inbox in their ASN account by simply “flipping” the P.O. into an invoice. This option does not require any special software or technical capabilities.

For the purposes of this section, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third party provider of MFMP, a State Contractor, the right and license to use, reproduce, transmit, distribute, and publicly display within the system the information outlined above. In addition, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third party provider the right and license to reproduce and display within the system the Contractor's trademarks, system marks,
logos, trade dress, or other branding designation that identifies the products made available by the Contractor under the Contract.
The Contractor will work with the MFMP management team to obtain specific requirements for the Electronic Invoicing upon contract award.

6.1.5 Product and Catalog Specifications (Services included if applicable)
Any product Catalog submitted with the solicitation is incorporated into the Contract. Any additional terms and conditions contained in the product catalog language are not included in the Contract.

6.1.6 Purchasing Card Program
Contractor must accept the Universal card format Purchasing Cards (e.g., American Express, MasterCard, and Visa). However, the Purchasing Card is not the exclusive method of payment (e.g., Purchase Order). The method of ordering and payment (e.g., Purchase Order, Purchasing Card) shall be selected by the Eligible User.

6.1.7 Compliance with Laws
The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and authority. For example, Chapter 287, of the Florida Statutes and Rule 60A of the Florida Administrative Code govern the Contract. The Contractor shall comply with section 274A of the Immigration and Nationalization Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Violation of any such applicable laws, roles, codes, ordinances and licensing requirements, shall be grounds for Contract termination.

6.1.8 Liability and Worker’s Compensation Insurance
During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract, which, at a minimum, shall be: workers’ compensation and employer’s liability insurance per Florida statutory limits (currently $100,000 per accident, $100,000 per person, and $500,000 policy aggregate) covering all employees engaged in any Contract work; commercial general liability coverage on an occurrence basis in the minimum amount of $500,000 (defense cost shall be in excess of the limit of liability), naming the State as an additional insured; and automobile liability insurance covering all vehicles, owned or otherwise, used in the Contract work, with minimum combined limits of $500,000, including hired and non-owned liability, and $5,000 medical payment. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor and is of the essence of the Contract. The Contract shall not limit the types of insurance Contractor may desire to obtain or be required to obtain by law. The limits of coverage under each policy
maintained by the Contractor shall not be interpreted as limiting the Contractor’s liability and obligations under the Contract. All insurance policies shall be through insurers authorized to write policies in Florida.

6.1.9 Detail of Bills
Contractor shall submit bills for fees or other compensation for services or expenses in detail sufficient enough for a proper pre-audit and post-audit. The Department reserves the right to request additional documentation.

6.1.10 Bills for Travel
Bills for travel expenses, if permitted, must be submitted in accordance with section 112.061, Florida Statutes.

6.1.11 Public Records
The Contract shall allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with the Contract, unless the records are exempt from section 24(a) of Article I of the State Constitution or section 119.07(1), Florida Statutes. The Department may unilaterally terminate the Contract if the Contractor refuses to allow public access as required in this section.

If, under this contract, the Contractor is providing services and is acting on behalf of the Department as provided under section 119.011(2), Florida Statutes, the Contractor, subject to the terms of section 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the service.
(b) Provide the public with access to public records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
(d) Meet all requirements for retaining public records and transfer, at no cost, to the Department all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department.
If Contractor considers any portion of any documents, data, or records submitted to the Department to be confidential, proprietary, trade secret or otherwise not subject to disclosure pursuant to chapter 119, Florida Statutes, the Florida Constitution or other authority, Contractor must simultaneously provide the Department with a separate redacted copy of it’s the information it claims as Confidential 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 Contract name and number, and shall be clearly titled “Confidential.” The redacted copy should only redact those portions of material that the Contractor claims is confidential, proprietary, trade secret or otherwise not subject to disclosure.

In the event of a public records or other disclosure request 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 Contractor-redacted copies to the requestor. If a requestor asserts a right to the Confidential Information, the Department will notify the Contractor such an assertion has been made. It is the Contractor’s responsibility to assert that the information in question is exempt from disclosure under chapter 119 or other applicable law. If the Department becomes subject to a demand for discovery or disclosure of the Confidential Information of the Contractor under legal process, the Department shall give the Contractor prompt notice of the demand prior to releasing the information labeled “confidential” (unless otherwise prohibited by applicable law). Contractor shall be responsible for defending its determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure.

Contractor shall protect, defend, and indemnify the Department for any and all claims arising from or relating to Contractor’s determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If Contractor fails to submit a redacted copy of information it claims is Confidential, the Department is authorized to produce the entire documents, data, or records submitted to the Department in answer to a public records request for these records.

6.1.12 Intellectual Property
The parties do not anticipate that any Intellectual Property will be developed or created as a result of the Contract. However, in such case as it is developed or created, any Intellectual Property developed or created as a result of the Contract will belong to and be the sole property of the State of Florida. This provision will survive the termination or expiration of the Contract.
6.1.13 Preferred Price Affidavit Requirement
The Department will provide the Preferred Pricing Affidavit, incorporated by reference, for completion by an authorized representative of the Contractor attesting that the Contractor is in compliance with the preferred pricing provision in section 4(b) of the PUR 1000 form. The Contractor agrees to submit to the Department, at least annually, the completed Preferred Pricing Affidavit.

6.1.14 Employment Verification (E-Verify)
Pursuant to State of Florida Executive Order Number 11-116, Contractor is required to utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment of all new employees hired by the Contractor during the Contract term. Also, Contractor shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the Contract utilize the E-Verify system to verify employment of all new employees hired by the subcontractor during the Contract term.

6.1.15 Scrutinized Company List
In executing this contract, Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes. Pursuant to section 287.135(5), Florida Statues, Contractor agrees the Department may immediately terminate this contract for cause if the Contractor is found to have submitted a false certification or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the contract.

6.1.16 Commitment to Diversity in Government Contracting
The State of Florida is committed to supporting its diverse business industry and population through ensuring participation by minority-, women-, wartime-, and service-disabled veteran business enterprises in the economic life of the State. The State of Florida Mentor Protégé Program connects minority-, women-, wartime-, and service-disabled veteran business enterprises with private corporations for business development mentoring. We strongly encourage firms doing business with the State of Florida to consider this initiative. For more information on the Mentor Protégé Program, please contact the Office of Supplier Diversity at (850) 487-0915 or osdhelp@dms.myflorida.com.

Upon request, the Contractor shall report to the Department, spend with certified and other minority business enterprises. These reports will include the period covered, the name, minority code and Federal Employer Identification Number of each minority vendor utilized during the period, commodities and services provided by the minority
business enterprise, and the amount paid to each minority vendor on behalf of each purchasing agency ordering under the terms of this Contract.

6.1.17 Business Review Meetings
The Department reserves the right to schedule business review meetings as frequently as necessary. The Department will provide the format for the Contractor's agenda. Prior to the meeting, the Contractor shall submit the completed agenda to the Department for review and acceptance. The Contractor shall address the agenda items and any of the Department's additional concerns at the meeting. Failure to comply with this section may result in the Contractor being found in default and contract termination.

6.1.18 Ethical Business Practices
Any vendor awarded business as a result of this ITB shall work in partnership with the State to ensure a successful and valuable contract, and ethical practices are required of State employees, Contractors, and all parties representing the Contractor. All work performed under this contract will be subject to review by the Inspector General of the State of Florida, and any findings suggesting unethical business practices may be cause for termination or cancellation.

6.1.19 Product Variations/Custom Orders
New variations, substitutions, including custom orders of existing products awarded under the contract will be considered for purchase by the State if it is in the best interest of the State. All deviations, product modifications and special requests must receive prior written approval from the Department before execution of the purchase. Proposed changes shall not compromise the integrity of the product's performance. A "Change Order/Special Request" form and a Contract Amendment must be completed and signed by the Customer before any changes can be made.

6.1.20 Delays and Complaints
Delivery delays and service complaints will be monitored on a continual basis. Documented inability to perform under the conditions of the contract (via the established Complaint to Vendor process (PUR 7017 form) may result in default proceedings and cancellation.

6.1.21 Sales and Use Tax
It is the responsibility of the Contractor to determine how work accomplished under this contract would be subject to a Use Tax as written in the "Sales and Use Tax" Chapter 12A-1, Florida Administrative Code. Any questions concerning the Use Tax as it relates to this contract shall be directed to the Taxpayer Assistance section at the Department of Revenue (DOR) (800) 352-3671, Monday through Friday, 8 a.m. to
6.1.22 Insurance, Loss Deductible
The Customer shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the contractor providing such insurance. Upon request, the Contractor shall furnish the Customer an insurance certificate proving appropriate coverage is in full force and effect.

6.1.23 Insurance, Subcontractor’s Public Liability and Property Damage
The Contractor shall require each of its subcontractors to secure and maintain during the life of the subcontract, insurance of the type specified above, or, the Contractor may insure the activities of its subcontractors in the Contractor’s policy, as specified above.

6.1.24 Performance and Payment Bonds
The authority and responsibility for requesting performance and payment bonds shall rest with the Customer. Under this contract, the Customer issuing the purchase order may request a performance and payment bond as deemed necessary by the size of the job. Inability to provide a bond shall result in the Contractor being found in default of the contract.

6.1.25 Warranty
The respective Software Publisher’s Standard Warranty shall cover all software and contractual services of the Contract. The Software Publisher’s Standard Warranty is required to provide coverage against defective material, workmanship, and failure to perform in accordance with the specifications and required performance criteria. The Software Publisher’s Standard Warranty coverage must be identical to or exceed the most inclusive of those normally provided for the Commodities and contractual services specified herein that are sold to any State or local governments.

Should the Software Publisher’s Standard Warranty conflict with any requirements, specifications, terms, or conditions of the Contract, the Contract terms and conditions shall prevail.

6.1.26 Contract Revisions
Notwithstanding General Contract Conditions section 42 of the PUR 1000 Form, the following types of revisions can be made to the Contract upon written authorization by the Department:

1) Contractor’s Company Information and Contacts- section 4.4.1;
2) Contract Administrator;
3) Contract Report Forms
4) Dedicated Web site information after approval

The Contractor shall use the Contractor Revision Request Form. Only the above listed provisions can be made without a formal Contract amendment. General Contract Conditions section 42 of the PUR 1000 applies to all other modifications to the Contract.

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7 Statement of Work

The purpose of the solicitation is to establish an approximately four (4) year State Term Contract, for use by all State of Florida agencies and OEUs for the acquisition of COTS software with potential options for renewals as allowed by Chapter 287, Florida Statutes.

The intent is to obtain the most cost effective COTS software for the State of Florida while maximizing the variety of COTS products, software maintenance and associated services. Qualified companies must have the capability to provide COTS in all respects in accordance with the solicitation documents and to the satisfaction of the Department.

7.1 Commodity Codes

Applicable commodity codes for this solicitation are as follows:

- 252-030 Applications
- 252-033 Security Software
- 252-035 Commercial Off-The-Shelf
- 252-150 Data Base Management
- 252-260 Development Tools
- 252-280 Client/Server
- 252-300 Enterprise Agreement
- 252-400 For Blind, Visually Impaired, reading Disabled and Dyslexic
- 252-590 Operating Systems
- 252-920 Utilities
- 252-925 Cyber Security
- 252-930 Data at Rest

7.2 COTS Bid

Respondents should refer to the ITB attachment entitled “Product Category List,” (section 4.4.3.6) to view the eligible software categories and subcategories. All software proposed shall be for perpetual licenses with optional maintenance offerings. Products and services under this Contract may be provided in any of the following ways:

- Individual software licenses
- Enterprise agreements (One contract with a range of COTS software publishers or a suite of software products)
- Educational agreements / licensing options
- Software maintenance (standard and optional)
- Associated software training
- Installation assistance
- Value-added products and services
Vendors must submit bids that include all proposed software, software licenses, maintenance, services, and documentation, any available product support, training, installation, and value added products or services. The forms provided in this solicitation are to be used for the bid response as identified in section 4, Vendor Submission, in the ITB. Respondent may make copies if additional pages of the provided forms are needed.

7.3 Out of Scope

Software that is Items that are out of scope shall not be considered and could may be a basis for finding the Respondent non-responsive. Software that is Items that are out of scope includes but is are not limited to the following:

- Cloud or subscription-based software
- Software that requires special customizations
- Hardware and hardware accessories and services
- Cell phones and cell phone services not associated with software identified in this solicitation

7.4 Definitions

The definitions found and referenced in this SOW shall apply to this solicitation.

7.4.1 Market Basket
Market Basket means a group or listing of items most frequently purchased by the State of Florida.

7.4.2 Application Software
Application software is used to accomplish specific tasks.

7.4.3 Server / Mainframe Software / tools
Server or Mainframe software includes the operating system and all the utilities that enable the computer to function.

7.4.4 Computer Programming Software / Tools
A program(s) that is employed in the development, repair, or enhancement of other programs or of hardware.

7.4.5 Value-added Services
Value-added Services includes optional services that are offered to enhance or provide additional benefits to the bid.
8 Contractor Deliverables and Responsibilities

8.1 Period of Agreement

This agreement shall be in effect beginning on the Contract Formation date, which shall be a four-year term with the potential options for renewals as allowed by Chapter 287, Florida Statutes.

8.2 Multiple Awards

The Selection Methodology, section 5, of the ITB may result in two awards per software publisher, one for Academic Pricing and one for Florida Government Pricing.

8.2.1 Product Delivery Schedule

Delivery is requested within 30 calendar days after receipt of any order. If this delivery date cannot be met, the LAR must state on the Official Price Sheet or on an individual price quote to the requesting agency the number of days required to deliver the software at the ordering agency's designated location. Failure to state the delivery time obligates the LAR to complete delivery by the Customer's requested date. Extended delivery dates may be considered when in the best interest of the ordering entity. A Customer may request and negotiate with the LAR for shorter term delivery at the agency's expense, if necessary, for emergency orders.

Software products may be downloaded, if available, as an acceptable method of delivery. See section 10.1.1 of this solicitation for additional requirements for downloaded software.

8.2.2 Freight On Board (F.O.B.) Destination

All proposed discounts submitted shall include the full cost of standard ground delivery to any destination within Florida (prices must reflect FOB destination, inside delivery to the Customer placing the order or their designee). All deliveries must be made during normal State work hours and within the agreed upon number of days unless otherwise arranged and coordinated by the Customer requesting the software. The LAR shall give the Customer immediate notice of any anticipated delays or plant shutdowns that will affect the delivery requirement. Loss or damage that occurs during shipping, prior to the order being received by the agency, is the LAR's responsibility. All orders shall be properly packaged to prevent damage during shipping.

8.2.3 Transaction Fee Report

The Contractor is required to submit monthly Transaction Fee Reports in electronic format. For information on how to submit Transaction Fee Reports online, please reference the detailed fee reporting instructions and vendor training presentations available online at the Transaction Fee Reporting and vendor training subsections.
under vendors on the MFMP website (located at http://dms.myflorida.com/mfmp). Assistance is also available with the Transaction Fee Reporting System from the MFMP Customer Service Desk at feeprocessing@myfloridamarketplace.com or 866-FLA-EPRO (866-352-3776) between the hours of 8:00 AM to 5:30 PM Eastern Time.
9 Product Information

This section provides information regarding established Market Baskets, additional categories of software, Value-added Services, and software publishers excluded from this solicitation.

9.1 Top Software Publishers Purchased (Market Basket 1)

Department reviews of past COTS purchases from State Agencies and OEUs have indicated the top software publishers from which purchases were made in the last 12 months. This list of publishers and the amount of spend below shall be considered as part of a desired Market Basket.

- Symantec $3.2 million
- Oracle $1.9 million
- Adobe $1.5 million
- NetMotion $0.8 million
- McAfee $0.7 million
- VMware $0.6 million
- Research In Motion $0.3 million
- CommVault $0.2 million

The State reserves the right to periodically review sales of all software purchased from a subsequent contract and may revise Market Basket items and may request revised pricing based upon contract sales for those items added to the Market Basket. Software proposed as part of Market Basket 1 must be considered for deep discount rates.

Respondents must provide all the listed software products for each a minimum of four of the software publishers for the type of pricing (Academic or Florida Government) for which it intends to bid for Market Basket 1 in section 5 of the ITB. A Respondent may bid on either one or both types of pricing regarding a software publisher. A “Required Software Product List” is provided as part of the available vendor forms in the ITB.

The Respondents’ prices for the randomly selected software products will be listed by software publisher and the prices will be evaluated by Florida Government Price and Academic Price. The Department will review the prices proposed for the randomly selected software products and the Respondent with the lowest sum total for Florida Government Price (including renewal pricing) and the Respondent with the lowest sum total for Academic Price (including renewal pricing) for each software publisher will be awarded the products for the respective software publisher. In the event of a tie, see section 5.3.
9.2 Additional Categories and Value-added Services

To facilitate software coverage, COTS software has been divided into three major categories (Application Software, System Software, and Computer Programming Software) with multiple subcategories within each category (see Product Category List (section 4.4.3.6) provided vendor forms of the ITB document). The list of subcategories is meant to provide guidance and is not to be interpreted as an exhaustive list. Additional software may be proposed, provided the software meets the COTS definition as defined in the COTS ITB. Respondents shall submit the completed Price Sheet and Category List (check boxes next to each category/subcategory of software proposed) as part of the Respondent’s bid. Respondents may propose software in any of the following additional categories or associated subcategories (see Product Category List form for a detailed list) and will be awarded those additional categories or associated subcategories if they are an awarded vendor for Market Basket 1 and if pricing offered is the same as or better than the best pricing offered for software products within the associated subcategories from amongst the following: California, New York, Texas or GSA.

To qualify for an award for value-added services a Respondent must be one of the awarded vendors in Market Basket 1. The award for Value-added Services will be to Respondent(s) offering the same as or better than the best pricing or discount from amongst the following: California, New York, Texas or GSA. The awardees for Warranty Upgrade, Software Installation, Software Training, Customer Service/Technical and Annual Maintenance Review, respectively will be based on the price.

9.3 Excluded Software Publishers

The following Software Publishers are excluded for this solicitation opportunity and shall not be included in Respondent bid.

- Microsoft
- Allen Systems Group
- BMC Software, Inc.
- CA, Inc.
- Compuware Corp.
- Hewlett-Packard Company
- Information Builders, Inc.
- IBM Corp.
- Unisys Corp.
10  Product Specifications

The following information provides guidance regarding product acceptance, cost, product revisions, software requirements, and software support and license management.

10.1 Product Acceptance

Section 215.422, Florida Statutes, states “Approval and inspection of goods or services shall take no longer than 5 working days unless the bid specifications, purchase order, or contract specifies otherwise.” Any special conditions must be expressed in writing either on the Purchase Order (P.O.) or in the SOW that is attached to the P.O. The vendor must agree to any special acceptance time frames in advance. If a software product is downloaded, then vendor will use the P.O. date for the acceptance date.

10.1.1 Downloaded Software

If software download is available from the vendor, Customers may download software upon the vendor's acceptance of the P.O. If downloaded software appears to contain errors or if the file is corrupt, the Customer must immediately contact the vendor to resolve the issue. Customers are highly encouraged to download purchased software within the five day acceptance period as the software license may begin (unless otherwise agreed) on the date of P.O. acceptance by the vendor and NOT the date of download.

If software download issues cannot be resolved, the Contractor shall either promptly refund the Customer's money or provide software in another format acceptable to the Customer.

10.1.2 Shipped Software

If software is shipped to the Customer, then the Customer shall have 5 business days from the date of physical receipt of the product to accept the software. All software to be shipped under the contract must be delivered in the original shrink-wrap packaging provided by the Software Publisher to insure freedom from tampering. The state will not accept re-packaged software. An occurrence of any agency receiving re-packaged software may result in contract termination.

Respondent's bid must include a "total satisfaction" return policy for unopened media and all documentation and shall not impose any liability on the state for such returns.

The LAR must accept all orders and furnish software required during the full term of this contract and any extensions thereof unless other arrangements have been mutually agreed upon by the LAR and Contract Administrator.

Acceptance of software products is conditioned upon the following:
• The software is free of computer viruses as determined by commercially available antivirus software.
• The software was delivered with the relevant manuals or access was provided to electronic manuals, as applicable.
• The required functionality is fulfilled as determined by the software operating inconformity with the applicable Software Publisher’s product specifications.

10.2 Cost
All software offered in this bid must be listed in the Software Publisher’s current nationally advertised market price list. All training, support, and other value-add items and services offered in this bid must be listed in the LAR’s current price list.

A Software Publisher’s Nationally Advertised price list for each Software Publisher is required to be submitted along with the bid response. The Respondent may be asked to show where or how an item or service is listed in any of the price lists. The Respondent may also be required to supply additional descriptive material of any product offered.

The discount percentages, as submitted by the Respondent for this bid, will be applied to the Software Publisher’s and LAR’s price list to determine all contract pricing. The Respondent must identify the frequency of publication of each Software Publisher’s nationally advertised price list as well as the Respondents nationally advertised price list.

NOTE:

1. The State will not be obligated to pay any costs not identified on the Official Price Sheet.
2. Any cost not identified by the Respondent but subsequently incurred in order to achieve successful operation will be borne by the vendor.
3. Official Price Sheets may be reproduced as needed.
4. Vendors may expand items to identify all proposed services, training, maintenance, and other options as appropriate.

10.3 Technology Upgrades and Additions
The State intends to obtain for the duration of this contract or any contract extensions thereof, products that reflect the industry’s latest technology. The State recognizes that there will be new software products and new software versions that will become available during the life of this contract that is not yet released on the date of contract award.

The LAR may make new additions or upgrade requests consistent with the Software Publisher’s price list with the State of Florida; however all items offered under this ITB must remain within
the scope of the contract in discount, price and functionality. Any proposed revisions must comply with the requirements listed in sections 11 and 12 of this solicitation.

The State reserves the right to review Market Basket items (those most frequently purchased) on an annual basis, to revise the Market Basket list, and request additional discounts, if appropriate. The State also reserves the right to determine acceptability of new software or services offered.

10.4 Software Requirements

The following software requirements shall be a part of all software purchases and shall supersede any requirements located in the software publisher’s terms and conditions.

10.4.1 Version

Purchase Orders shall be deemed to reference the Contractor’s most recently released version of the Product at time of order, unless an earlier version is specifically requested in writing by the Customer and the Contractor is willing to provide such version.

10.4.2 Software License

Respondents may include a copy of the software publisher’s licensing terms as part of the software bid. All submitted publisher licensing documents shall become part of the contract document; however, where there is a conflict between the Publisher’s software licensing terms document and this solicitation document, this solicitation document shall supersede.

Where product software is acquired on a licensed basis, the following terms shall constitute the license grant to the Customer (for 10.4.2. and its subsections, “Licensee”).

10.4.2.1 Scope:

Licensee is granted a non-exclusive license to use, execute, reproduce, display, perform, or merge the product within its business enterprise in the United States up to the maximum licensed capacity identified on the purchase order. The product may be accessed, used, executed, reproduced, displayed, or performed up to the capacity measured by the applicable licensing unit identified on the purchase order.

10.4.2.2 Documentation:

Upon request, the Contractor shall deliver to the licensee at the Contractor’s expense (1) one master electronic copy and one hard copy of product documentation or (2) one master electronic copy and hard copies of the product documentation by type of license in the following amounts, unless otherwise agreed: for individual/named user, one copy per licensee; for concurrent users, ten copies per site; for processing capacity, ten copies per site. The master electronic copy shall be
in either CD-ROM or other acceptable format and usable without conversion (for example, if a unit has only a CD-ROM drive, software shall be provided on CD). The Contractor hereby grants the Licensee a perpetual license right to make, reproduce (including downloading electronic copies), and distribute, either electronically or otherwise, copies of product documentation as necessary to enjoy full use of the product in accordance with the terms of the license. Licensee’s right to use the documentation is limited to Licensee’s internal business purposes in conjunction with Licensee’s use of the products.

10.4.2.3 Technical Support and Maintenance:
Licensees may acquire support services from Contractor on an order. The provision of error corrections, patches, updates, revisions, fixes, upgrades, and new releases (collectively “Updates”) to licensee shall be provided at no additional charge.

Help Desk assistance may be made available via toll-free or local telephone call or on-line. The Contractor shall maintain the products so as to provide licensee with the ability to use the products in accordance with the product documentation, without significant functional downtime to ongoing operations during the maintenance term. The maintenance term(s) and any renewals are independent of the Contract term, but must comply with PUR 1000, Purchase Order Duration, requirements.

The Licensee may discontinue maintenance at the end of any current maintenance term upon notice to the Contractor; the maintenance term shall not automatically renew. If the Licensee does not initially acquire, or discontinues maintenance, the Licensee may at any later time reinstate maintenance without any penalties or other charges, by paying the Contractor the amount, if any, required in order to bring the software up to the current software version. Chapter 215, Florida Statutes prohibits State agencies from paying for any product/service not received. Therefore, the State shall not pay a reinstatement fee if during the time of maintenance lapse no software updates, bug fixes or patches were provided for that software to other Customers.

10.4.2.4 Transfers/Reassignment:
Licensee’s operations may be altered, expanded, or diminished. Licenses may be transferred, renegotiated or combined for use at an alternate or consolidated site not originally specified in the license, including transfers between agencies and sites. There shall be no additional license or other transfer fees due, provided that (1) the maximum capacity of the consolidated machine is equal to the combined individual license capacity of all licenses running at the consolidated or transferred location or (2) if the maximum capacity of the consolidated server is greater than the individual license capacity being transferred, a logical or physical partition or other means of restricting access will be maintained within the computer system to restrict use and access to the product to that unit of licensed capacity solely dedicated to beneficial
use for licensee. If the maximum capacity of the consolidated machine is greater than the combined individual license capacity of all licenses running at the consolidated or transferred site, and a logical or physical partition or other means of restricting use is not available, the fees due the Contractor shall not exceed the fees otherwise payable for a single license for the upgrade capacity.

10.4.2.5 Restricted Use by Third Parties:
Outsourcers, facilities management, service bureaus, or other services retained by licensee shall have the right to use the product to maintain licensee's operations, including data processing, provided that (1) licensee gives notice to the Contractor of such third party, site of intended use of the product, and means of access, (2) the third party has executed, or agrees to execute, the product manufacturer's standard nondisclosure or restricted use agreement, which agreement shall be accepted by the Contractor, and (3) the third party shall maintain a logical or physical partition within its computer system to restrict access to the program to that portion solely dedicated to beneficial use for licensee. Licensee shall not be liable for any third party's compliance or noncompliance with the terms of the nondisclosure agreement, nor shall the nondisclosure agreement create or impose any liabilities on the State or the licensee. Any third party with whom a licensee has a relationship for a State function or business activity shall have the temporary right to use the product (e.g., Java applets), provided that such use shall be limited to the period during which the third party is using the product for the function or activity.

10.4.2.6 Archival Backup:
Licensee may use and copy the product and related documentation in conjunction with reproducing a reasonable number of copies for archival backup and disaster recovery procedures.

10.4.2.7 Confidentiality:
The product is a trade secret, copyrighted and proprietary product. Licensee and its employees shall not disclose or otherwise distribute or reproduce any product to anyone other than as authorized under the Contract. Licensee shall not remove or destroy any of the Contractor's proprietary markings.

10.4.2.8 Restricted Use:
Except as expressly authorized by the terms of license, licensee shall not: copy the product; cause or permit reverse compilation or reverse assembly of the product or any portion; or export the product in violation of any U.S. Department of Commerce export administration regulations.

10.4.2.9 Proof of License:
The Contractor shall provide to each licensee that places a purchase order either (1) the product developer's certified license confirmation certificates in the name of the
licensee, (2) a written confirmation from the proprietary owner accepting the product invoice as a proof of license. The Contractor shall submit a sample certificate, or alternative confirmation, which shall be in a form acceptable to the licensee, or (3) an executed Contractor order document.

10.4.2.10 Audit of Licensed Usage:
The Contractor may periodically audit, no more than annually and at its expense, use of licensed product at any site where a copy resides provided that (1) the Contractor gives licensee at least thirty days written advance notice, (2) the audit is conducted during the licensee’s normal business hours, (3) the audit is monitored by a State Inspector General’s office or, for non-State licensees, by an independent auditor chosen by mutual agreement of the licensee and Contractor as follows: the Contractor shall recommend a minimum of three auditing/accounting firms, from which the licensee shall select one; in no case shall the Business Software Alliance, Software Publishers Association, or Federation Against Software Theft be recommended by the Contractor or used, directly or indirectly, to conduct audits, (4) the Contractor and licensee shall designate a representative who shall be entitled to participate, who shall mutually agree on audit format, and who shall be entitled to copies of all reports, data, or information obtained from the audit, and (5) if the audit shows that the licensee was not in compliance, the licensee shall purchase additional licenses or capacities necessary to bring it into compliance and shall pay for the unlicensed capacity at the Contract price then in effect or, if none, then at the Contractor’s U.S. commercial list price. Once such additional licenses and capacities are purchased, licensee shall be deemed to have been in compliance retroactively, and licensee shall have no further liability of any kind for the unauthorized use of the product.

10.4.2.11 Bankruptcy:
The Contract is subject to the terms of section 365(n) of the United States Bankruptcy Code (“Code”) if the licensor files a bankruptcy petition. Licensor’s failure to perform its continuing obligations may constitute a material breach of the Contract excusing performance by the licensee.

10.4.2.12 Security:
No Department data or information will be transferred or stored offshore or out of the United States of America. State agencies are encouraged to consult with their Information Security Officers to ensure compliance with Florida laws and rules.

10.5 Software Support
The following information outlines the standard and optional support for all software proposed by the Respondent.
10.5.1 Standard Support
Contractors shall provide the following levels of support, under the Contract:

- Minimum Software Publisher’s standard software warranty of 90 days.
- Inside delivery, with buyer set-up and installation.
- Corrective support – to resolve identifiable and reproducible software product problems. The LAR shall provide a toll free number at the Software Publisher’s site for customers to call for assistance with software issues.
- Electronic software information – Provide access to software patches, a symptom solution database, product descriptions, specifications, technical literature, etc.
- Coverage Customer service windows – minimum of 8 hours a day, 5 days a week Monday – Friday, excluding State of Florida holidays.
- Toll-free number for Customer support service.
- After hours contact for emergency orders.

10.5.2 Optional Support
Optional Support that may be offered on purchases such as:

- Warranty upgrades (Warranty upgrades may be purchased at time of software purchase or at any time during the warranty period).
- Software product and documentation updates.
- Software Training (for individual products or product suites).
- Annual review of software maintenance.
- Additional coverage options such as:
  - 24/7/365
  - Extended hours
  - After hours contact for emergency orders
  - Other

Optional support levels resulting in increased cost to Customers shall be clearly and separately identified on the Respondent’s Vendor Price Sheet as part of the Value Add tab. Optional support shall also be offered at the same percentage discount rate as the awarded category of items to which the optional support is associated.

10.5.3 Software Training
The vendor may provide training for each type of software proposed on the resulting contract. All discount percentages must be included on the official “Vendor Price Sheet” on the Value Add tab. The Contract Administrator will have final approval as to which training services proposed will be included in the contract award.

10.5.4 Value Add
Value added products and services may be offered by the Respondent. If offered, the Respondent must provide a detailed description, list price, corresponding discount and
Florida price. For purposes of evaluation, a separate tab has been provided on the Price Sheet. This tab contains specific requirements (i.e. request for per hour rates) for the most common items listed as value add. Respondents must provide pricing for all sections of the Value Add Evaluation Tab for which the Respondent wishes to be considered. Prices listed in the Evaluation Tab must translate to equivalent savings in the actual proposed Value Add Tab.

10.6 License Management

Respondent shall be responsible for managing all software licenses sold under this contract and assisting all contract Customers in tracking license expiration dates, potential renewals and maintenance options.

Respondents may also offer as part of their Value-added Services any reporting capabilities that would allow Customers to view lists of all software purchased under the contract. Software lists may include the following information:

- Agency/entity name
- Date of purchase
- Software Title
- Number of licenses purchased
- License term
- License expiration date
- Name of individual who placed the order and any contact information available
- Any other pertinent information
11 Pricing and Minimum Orders

The following sections provide guidance regarding pricing, discount rates, minimum orders and promotional pricing requirements.

11.1 Pricing

Pricing offered to the State of Florida for this solicitation shall be the best price available to the State and shall be comparable to or better than the best available pricing from similarly situated government entities. Other states similar in size and buying power to the State of Florida are California, New York, Texas and GSA.

11.2 Discount Rate

The overall discount levels shall remain firm for the term of the contract. Volume discounts and promotions above the proposed discounts are acceptable and encouraged. Promotional discounts will not necessitate a contract modification of the bid discounts.

11.3 Minimum Orders

There shall be no minimum order requirements for orders; however, Respondents may offer tiered discount pricing, volume discounts, or aggregated sales level discounts for software purchases as appropriate.

11.4 Promotional Pricing

All promotional pricing and/or subsequent increased discounts must be extended to all qualified purchase orders from Eligible Users received during the effective date of the price reduction or promotion. The State acknowledges that retail promotions offered to the general public on retail software will not apply to the discounts in this contract. Any promotions offered in conjunction to this contract will be specifically limited to the items that are listed in the accepted Software Publisher’s and the Contractor’s national price lists.

12 Price Adjustment

Product discounts shall be firm against increase for entire contract term, including renewals.

Price decreases may be requested by either party at any time. Decrease justification may include documentation from the Producer Price Index (PPI) for Industry: Computer Software Publishers as published by the U.S. Bureau of Labor Statistics. The rate adjustments will be based on the PPI (Series ID PCU5112-5112).

In addition, the State may request a reduction in price for any identified Market Basket items (items identified as most frequently purchased) as appropriate.
12.1 New Product Additions

New products within the scope of this solicitation may be considered for addition to the contract on a quarterly basis. All requests for review shall be made in writing and shall include product literature and pricing (The Department shall provide the acceptable form and format). New products may not be marketed as approved products prior to written approval from the Contract Administrator. New product addition requests must be submitted to the Contract Administrator using the Product Update form attached. Acceptance of new product addition requests are contingent upon the successful submission of a complete and accurate quarterly sales report as identified in section 13. Acceptance or approval is solely within the discretion of the Contract Administrator and must be within the scope of this ITB.

12.2 Product Deletions/Modifications

Product lists may be updated in the form of product deletions or modifications on a quarterly basis. Product deletions must be identified in the Product Update form provided by the Contract Administrator. Product modifications must also be identified on the Product Update form and require approval of the Contract Administrator before changes can be implemented by the Contractor. Modifications may be in the form of changes to the product ID number, description or software publisher’s price; however, the product discount must remain the same or better than the originally proposed discount rate accepted at the time of contract award.

13 Reporting

Each Contractor shall submit a sales report on a Quarterly basis. Reporting periods coincide with the State Fiscal Year:

- Quarter 1 - (July-September) – Due by October 31
- Quarter 2 - (October-December) – Due by January 31
- Quarter 3 - (January-March) – Due by April 30
- Quarter 4 - (April-June) – Due by July 31

Each Quarterly Sales Report must be in Excel format and shall include the following information:

1. Contractor’s Name and contact information as required on the Department of Management Services “Contract Quarterly Report”
2. Detail of time period covered by included data
3. Total sales including detail of list price and contract price
4. Transaction detail shall include the following:
### Transaction Detail

<table>
<thead>
<tr>
<th><strong>Transaction Detail</strong></th>
<th><strong>Description of Detail</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Part Number/SKU</td>
<td>Your product part number if applicable</td>
</tr>
<tr>
<td>Item / Service Name</td>
<td>Given name of Item or Service</td>
</tr>
<tr>
<td>MFG</td>
<td>Manufacturer, Publisher, Service Provider</td>
</tr>
<tr>
<td>Item Category</td>
<td>Description of the product category, according to attached table</td>
</tr>
<tr>
<td>Item Subcategory</td>
<td>Additional grouping for item</td>
</tr>
<tr>
<td>Product Description</td>
<td>Additional detail for item</td>
</tr>
<tr>
<td>Customer Name</td>
<td>Eligible User</td>
</tr>
<tr>
<td>UOM</td>
<td>Unit of Measure</td>
</tr>
<tr>
<td>UOM Description</td>
<td>Description of unit of measure (see example)</td>
</tr>
<tr>
<td>Volume Qty</td>
<td>Number of items/services purchased/provided</td>
</tr>
<tr>
<td>Order Date</td>
<td>Order Date</td>
</tr>
<tr>
<td>Date Delivered</td>
<td>Delivered date to Customer</td>
</tr>
<tr>
<td>Purchase Type</td>
<td>Purchase Order, Payment Card, Other</td>
</tr>
<tr>
<td>List Price</td>
<td>List price (Market + fee contracts use market price)</td>
</tr>
<tr>
<td>Contract Price</td>
<td>Contracted price with State of Florida per contract terms</td>
</tr>
<tr>
<td>Additional Fields</td>
<td>Any new information related to your company’s products/services</td>
</tr>
</tbody>
</table>

Failure to provide quarterly and annual sales reports, including those indicating no sales, within thirty (30) calendar days following the end of each quarter (January, April, July and October) and/or contract year may result in the contract supplier being found in default and cancellation of the contract by the Department.

 Upon request, the Contractor shall report to the Department spend data with certified and other minority business enterprises. Reports must include the period covered, the name, minority code and Federal Employer Identification Number of each minority vendor utilized during the period, commodities and services provided by the minority business enterprise, and the amount paid to each minority vendor on behalf of each purchasing agency ordering under the terms of this contract.

 Initiation and submission of the Contract Sales Reports are to be the responsibility of the Contractor without prompting or notification by the Contract Administrator. The Contractor will submit the completed Contract Sales Report forms by email to the Contract Administrator no later than the due date indicated above for each quarter.

 The State reserves the right to request additional information as needed.

Commercial Off-The-Shelf Software
ITB No. 19-252-035-M
Page 60 of 63
14 Ordering Instructions

Each Contractor shall use the ordering instructions they provided per the Invitation to Bid, section 4.4.1.1, Tab 1e). The completed information shall be posted in the State’s electronic procurement system, MFMP, and posted on the DMS contract web page to assist Customers in successfully placing orders with awarded contract vendors.

15 Financial Consequences for Nonperformance

Financial consequences shall apply for nonperformance of the contract by a Contractor. The State reserves the right to withhold payment or implement other appropriate remedies, such as contract termination or nonrenewal, when the Contractor has failed to perform/comply with provisions of this Contract. These consequences for non-performance shall not be considered penalties.

16 Subcontractors

The contractor may request in writing to the State permission to use a subcontractor in order to provide adequate services and training of any software proposed. The State shall make this decision on a case by case basis. The decision to allow subcontractors is at the sole discretion of the State. If approved, all subcontractors shall be the direct responsibility of the contractor that entered into such subcontract. The Contractor is responsible for all liability, terms and conditions within the contract. If a subcontractor is authorized to conduct business on behalf of the Contractor and the subcontractor is to receive compensation from the Contractor for its services, then any dispute between the Contractor and the subcontractor shall be resolved between the Contractor and the subcontractor. The State of Florida is not a party to any agreement entered into between the Contractor and its subcontractor(s). The contractor shall be responsible to report all contract sales (and pay any associated MFMP transaction fees), including those of any such subcontractors and shall ensure that all such subcontractors meet the following requirements:

- Have an ACTIVE Registration with the Department of State, Division of Corporations (www.sunbiz.org)
- Registered in the MFMP Vendor Information Portal (https://vendor.myfloridamarketplace.com)
- Not be on the State of Florida’s Convicted, Suspended, or Discriminatory lists http://www.dms.myflorida.com/business_operations/State_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists
- Have a copy of e-Verify Status on file
• Have a current W-9 filed with the Florida Department of Financial Services (https://flvendor.myfloridacfo.com)

17 Contractor’s State of Florida Web Page

The Contract resulting from this solicitation will become a public document. State Purchasing uses its web page to distribute State Term Contract and product information to Eligible Users and other interested entities.

The Contractor shall, within thirty (30) days after the date of award, develop and maintain a State Contract web page on the Internet to post approved Contract information, which shall include pricing, percentage discounts, terms, catalogs, ordering instructions, descriptive information, list of products that meet the State of Florida’s approved green product labels / standards, and product pictures. The Home Page must be compatible with the most recent version of browser software being used by the Department. As of the writing of this solicitation, Internet Explorer 7.0 is the Department’s Internet browser standard. The Department intends to upgrade to new browser versions as they become available and fully tested, at its discretion. The Universal Resource Locator (URL) for the Internet Home Page must be listed in the space provided on the Ordering Instructions page of the solicitation. No costs or expenses associated with providing this information shall be charged to the State.

The State Contract web page must:

• Specify that the web page is for the State of Florida
• List Contract Number and Beginning and Ending Contract Dates
• Include State of Florida approved Contract pricing;
• Include detailed item descriptions, item numbers, unit of measure;
• Possess a robust search engine capabilities;
• List authorized Dealers, if any, with current contact information;
• Include additional links or information to access product literature of awarded items;
• Include additional links to the vendor’s home page, the history of the company, etc.;
• Include additional links to access technical product literature of awarded items;
• List Servicing dealers with current contact information;
• Offer photos of awarded products (where applicable);
• List awarded products that meet the State of Florida’s approved green product labels / standards; and
• When possible, provide indicators of recycled product and minority manufactured products.

Additional mandates include:

Commercial Off-The-Shelf Software
ITB No. 19-252-035-M
Page 62 of 63
• Universal Resource Locator (URL) for the State Contract web page must be supplied to the Department and approved prior to the implementation of the Contract.
• If unauthorized information is discovered on the State Contract web page, the Contractor’s link may be immediately disconnected and the Contractor shall be liable for any incorrect or unauthorized purchases.
• Access to the State Contract web page, or to links or documents on that web page, shall not require a password.
• State Contract web page shall be compatible with the current version of browser software used by State Purchasing.
• Barring unexpected technological interruptions or forces of nature, frequent or consistent State Contract web page inaccessibility is grounds for contract termination.

Contractors should note that the US Federal Trade Commission’s Guides to the Use of Environmental Marketing Claims (Green Guides) regulate how companies label and advertise using environmental claims / terms. See Environmental marketing claims (16 C.F.R. Part 260) for details. It is the Contractor’s responsibility to accurately identify their products that meet the State of Florida’s approved green product labels / standards (e.g., Energy Star, Green Seal) in their electronic catalog, punch-out site and on State Contract web page. Failure to accurately represent green products may result in the Contractor’s immediate removal from the contract.

18 Addenda
This section contains all addenda to this solicitation. Addenda to the solicitation will be made in accordance with subsections 2.5 and 2.6 of this solicitation.