

INVITATION TO NEGOTIATE
FOR
SUNCOM COMMUNICATION SERVICES
ITN NO: DMS-17/18-004
THE STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES

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

http://www.dms.myflorida.com/agency_administration/general_counsel

NOTICE PURSUANT TO SECTION 287.057(23), FLORIDA STATUTES

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

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- Attachment A – Statement of Work
- Attachment B – Draft Contract
- Attachment C – Service Level Agreements
- Attachment D – Business Case
- Attachment E – SUNCOM Voice Services for Calendar Year 2016
- Attachment F – Definitions and Acronyms
- Attachment G – Component Price Sheet
- Attachment H – Evaluator Scoring Workbook

Forms:

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

SECTION 1. INTRODUCTION

1.1 Solicitation Objective

The State of Florida, Department of Management Services (Department) is seeking to establish through this Invitation to Negotiate (ITN), a contract or contracts (Contract) for a collection of voice services, including Unified Communication Services, Session Initiation Protocol (SIP) Trunking Services, Contact Center Services, Legacy Local Access (Centrex) Services, and other related communication services and features collectively referred to herein as SUNCOM Communication Services (SCS).

The Department reserves the right to award a contract by Service Category to one (1) or more vendors, or no vendors at all, for all or part of the work contemplated by this solicitation that will provide a cost-efficient and high-quality solution for SCS. Through this single procurement, the Department intends to amalgamate the SCS contracts under one (1) procurement and add new voice service features now available in the telecommunications marketplace. The resulting Contract, if any, will be used by State of Florida agencies and other authorized entities, in accordance with Chapter 282, Part III, Communication Information Technology Services, Florida Statutes, collectively referred to as "Customers".

If more than one (1) Contract is awarded, then the use of the terms "Contract," "Contractor," "Response," and "Respondent," include the plural when applicable.

1.2 Background

Prior to issuance of this solicitation, the Department contracted with a private vendor to develop a business case for SCS, in accordance with section 287.0571, Florida Statutes. The business case examined options for the future path of SCS and recommended that the Department issue an ITN for the services. That Enterprise Voice Services Business Case is incorporated into this procurement as Attachment D – Business Case, for background information purposes only, and does not contain specifications for this solicitation.

The Department has estimated that the annual total enterprise expenditures on the Contract resulting from this solicitation will be approximately \$56 million. This estimate is for informational purposes only. Under no circumstances should this estimate be construed as representing actual, guaranteed, or minimum spend under any new Contract. This procurement is conducted in accordance with Specific Appropriation 2845, Chapter 2018-9, Laws of Florida.

1.3 Term

It is anticipated that the term of the Contract will be five (5) years with up to five (5) renewal years. The Contract may only be renewed in accordance with section 287.057(13), Florida Statutes.

1.4 Goals of the ITN

The goals of this ITN are to establish a Contract or Contracts as follows:

- a) That promotes the delivery of cost-efficient and high-quality SCS;
- b) That collectively provides statewide coverage for SCS;
- c) That provides combinations of services to meet a variety of Customers' needs while ensuring competitive pricing through this procurement and through a subsequent Specific Service

Request Process, for the services throughout the initial and any renewal years of the Contract, and;

- d) That achieves the service objectives stated in Attachment A - Statement of Work (SOW), subsection 1.4.

1.5 Special Accommodations

Any person requiring a special accommodation due to a disability should contact the Department's Americans with Disabilities Act (ADA) Coordinator at (850) 922-7535. Requests for accommodation for meetings must be made at least five (5) business days prior to the meeting. A person who is hearing or speech impaired can contact the ADA Coordinator by using the Florida Relay Service at (800) 955-8771 (TDD).

1.6 Procurement Officer

The Procurement Officer is the **sole point of contact** for this procurement. Direct all contact with the Department to the procurement officer in writing by email.

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Departmental Purchasing
Florida Department of Management Services
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*****PLACE THE SOLICITATION NUMBER IN THE SUBJECT LINE OF ALL EMAILS TO THE PROCUREMENT OFFICER*****

If a Respondent is claiming that any portion of an email is trade secret under section 812.081, Florida Statutes, or otherwise confidential under Florida or Federal Law, the Respondent is to place the word "Confidential" in the subject line. (See also subsection 3.8.4 of this ITN for more information on confidential information.)

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 Reply.**

Any such contact by an affiliate, a person with a relevant business relationship with a Respondent, or an existing or prospective subcontractor to a Respondent is assumed to be on behalf of a Respondent unless shown otherwise.

SECTION 2. SOLICITATION PROCESS

2.1 General Overview

The ITN is a method of competitively soliciting contractual services under Chapter 287, Florida Statutes. This solicitation will be administered through the Vendor Bid System (VBS). Vendors interested in submitting a Reply are to comply with all terms and conditions described in this

solicitation. The Department will hold a public opening of the Replies at the date, time, and location provided in the Timeline of Events.

The ITN process is divided into two (2) phases: the evaluation phase (phase one) and the negotiation phase (phase two). The evaluation phase involves the Department's evaluation of Replies in accordance with subsections 4.1 - 4.3 of the ITN. During this phase, the Department evaluates all responsive Replies using the assessment scale against all evaluation criteria to establish a competitive range of replies reasonably susceptible of award. The Department then selects one or more Respondents within the competitive range with which to commence negotiations.

The negotiation phase involves negotiations by the Department with the Respondent or Respondents whose evaluated Replies were determined to be within the competitive range. During this phase, the Department may request revised Replies and best and final offers (BAFOs) based on the negotiations.

Final contract terms will be established during the negotiation phase. Once negotiations have concluded and BAFO(s) have been received and reviewed, the Department will hold a Negotiation Team public meeting to recommend Contract award(s). The Department intends to post a notice of intent to award Contract(s), identifying the responsive and responsible vendor(s) that provide the best value to the state based on the selection criteria set forth in subsection 4.5 of the ITN.

The Department reserves the right to accept or reject or waive any minor irregularity, technicality, or omission if the Department determines that doing so will serve the best interest of the state. At its option, the Department may allow a Respondent to correct minor irregularities but is under no obligation to do so. In doing so, the Department may request a Respondent to provide clarifying information to correct the irregularity.

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

2.2 Questions and Answers

Respondents will submit all questions during the Question and Answer period in writing to the Procurement Officer via email. The deadline for submission of questions is reflected in the Timeline of Events, subsection 2.3.

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

Question #	Respondent Name	Section	Page #	Question

Questions will not constitute a formal protest of the specifications of the solicitation. Department answers to written questions will be issued by addendum via the VBS.

2.3 Timeline of Events

The table below contains the anticipated Timeline of Events for this solicitation. The dates and times within the Timeline of Events are subject to change. It is the Respondent’s responsibility to check the VBS for any changes. The Respondent is responsible for ensuring the Department receives all required documentation by the dates and times (Eastern Time) specified below (or as revised by addenda).

TIMELINE OF EVENTS		
Events	Event Time (ET)	Event Date
ITN posted on the VBS.		February 12, 2019
Deadline to submit questions to the Procurement Officer.	3:00 PM	March 15, 2019
Department’s anticipated posting of answers to Respondent’s questions on the VBS.		April 19, 2019
Deadline to submit Reply and all required documents to the Procurement Officer.	2:00 PM	June 7, 2019
Public Opening. Room 101 4050 Esplanade Way, Tallahassee, Florida 32399-0950	2:30 PM	June 7, 2019
Evaluation Phase.		June 17, 2019 to July 29, 2019
Evaluators’ Public Meeting to confirm scores Room 101 4050 Esplanade Way, Tallahassee, Florida 32399-0950 Conference call # 1-888-585-9008 Participant code: 982866470#	10:00 AM	July 29, 2019
Negotiations Phase.		August 5, 2019 to January 8, 2020
Negotiation Team Public Meeting Room 101 4050 Esplanade Way, Tallahassee, Florida 32399-0950 Conference call # 1-888-585-9008 Participant code: 982866470#	10:00 AM	January 8, 2020
Post Notice of Intent to Award on the VBS.		January 14, 2020
Contract Execution.		TBD

2.4 Addendum to the solicitation

The Department reserves the right to modify this solicitation by issuing an addendum posted on the VBS. It is the responsibility of the Respondent to check the VBS for information and updates.

2.5 Receipt of Replies

2.5.1 Reply Deadline

The Respondent is responsible for ensuring the Department receives the Reply no later than the date and time provided in subsection 2.3 of this ITN (or as revised by addenda). Address Reply to the Procurement Officer at:

Gerri Faircloth
Departmental Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 335A
Tallahassee, FL 32399-0950
Phone: (850) 413-7190
Email: dms.purchasing@dms.myflorida.com

All methods of delivery or transmittal to the procurement officer are exclusively the responsibility of Respondents and the risk of non-receipt or delayed receipt shall be borne exclusively by the Respondents.

2.5.2 Clarifications to Replies

No changes, modifications, or additions to the Replies will be allowed after the Replies have been opened, except as negotiated during the negotiation phase. However, the Department reserves the right to seek clarifications from any Respondent at any time.

2.6 Respondent Firm Offer

The Department may enter into a Contract within three hundred sixty-five (365) calendar days after the date of the Notice of Intent to Award, during which period Replies shall remain firm and shall not be withdrawn. If a Contract is not executed within three hundred sixty-five (365) calendar days, the Replies shall remain firm until either the Contract is executed or the Department receives from a Respondent written notice that a Reply is withdrawn. Any Reply that expresses a shorter duration may, in the Departments' sole discretion, be accepted or rejected.

SECTION 3. GENERAL INSTRUCTIONS

3.1 Introduction

This section contains the Instructions to Respondents.

3.2 MFMP Registration

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

The awarded Respondent will be required to pay the required MFMP transaction fee(s) as specified in subsection 3.9 of Attachment B - Draft Contract, unless an exemption has been requested and approved pursuant to Rule 60A-1.031, Florida Administrative Code.

3.3 Florida Substitute Form W-9 Process

A State of Florida Contractor **must** have registered and completed an electronic Florida Substitute Form W-9. The Internal Revenue Service (IRS) receives and validates the information Respondents provide on the Form W-9.

For instructions on how to complete the Florida Substitute Form W-9, please visit: <http://www.myfloridacfo.com/Division/AA/StateAgencies/W-9Instructions022212.pdf>

The awarded Respondent must have completed this process prior to Contract execution.

3.4 Website References

Do not incorporate or reference dynamic links that are external to the document. Provide screen shots in lieu of references to websites. References to dynamic links (Universal Resource Locators) will not be considered as part of the Respondent's Reply.

3.5 How to Submit a Reply

Respondents are responsible for submitting their Replies by the date and time specified in the Timeline of Events of this solicitation. Respondents are to submit the Reply in a sealed box(es) indicating the Respondent's name, the ITN number, and the Procurement Officer containing the following:

3.5.1 One (1) original, un-redacted bound version of the Reply with the Vendor's Service Catalog in separate sealed envelope and the Attachment G – Component Price Sheet in a separate sealed envelope, and nine (9) un-redacted bound paper copies, with the Vendor's Service Catalog and the Attachment G – Component Price Sheet each in separate sealed envelopes.

3.5.2 One (1) electronic copy of the entire Reply in Adobe (.pdf) on a USB flash drive (CD/DVD format is also acceptable). Large files should be scanned as separate files, and;

3.5.3 If applicable, one (1) electronic redacted copy of the entire Reply on a USB flash drive, as described in subsection 3.8 of this ITN. Large files should be scanned as separate files.

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

Clearly mark on the outside of the sealed package the solicitation number, company name, and Procurement Officer Name.

Submit Replies to the Procurement Officer at the address listed in subsection 1.6, Procurement Officer.

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

Replies that are not timely submitted with all required information may be deemed nonresponsive.

3.6 Mandatory Responsiveness Requirements

The Department will not evaluate Replies that do not meet the minimum mandatory requirements listed below. Responses to Attachment A - Statement of Work will be scored at the evaluation phase. Responses to Attachment A - Statement of Work and Evaluator scores will not be used to determine the responsiveness of the Replies.

The certifications required in subsections 3.6.1 through 3.6.5 are to be accomplished through the execution of Form 7. A Reply will be deemed nonresponsive if it fails to contain a signed Form 7 and the documentation required in subsections 3.6.6 and 3.6.7.

- 3.6.1 The person submitting the Reply must certify that the person is authorized to respond to this solicitation on behalf of the Respondent.
- 3.6.2 The Respondent must certify that it is in compliance with the requirements of this ITN, including subsection 3.9.
- 3.6.3 The Respondent must certify that that neither it, nor its affiliates, is a convicted vendor or a discriminatory vendor as described in section 287.133 and section 287.134, Florida Statutes, respectively.
- 3.6.4 The Respondent must certify that the Respondent is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, and is not participating in a boycott of Israel.
- 3.6.5 The Respondent must certify that the Respondent is currently authorized to do business with the State, or will attain authorization through the Department of State, Division of Corporations, should the Respondent be awarded the Contract. Website: www.sunbiz.org

NOTE: The certifications required in subsections 3.6.1 through 3.6.5 are to be accomplished through the execution of Form 7. For subsections 3.6.6 and 3.6.7, Respondent must provide the required documents.

- 3.6.6 The Respondent must provide the Department with an Attachment G – Component Price Sheet.
- 3.6.7 The Respondent must provide a Vendor’s Service Catalog with detailed pricing for all services Respondent proposes in this procurement that is not otherwise provided for in Attachment G – Component Price Sheet.

3.7 Contents of Reply

All Replies are to be organized in sections as directed below. The Department reserves the right to waive any minor irregularity, technicality, or omission if the Department determines that doing so will serve the best interest of the state. Submit the following sections of the Reply in one (1), sealed package to the Procurement Officer. In Tab 3, submit the Attachment G – Component Price Sheet and Vendor’s Service Catalog in separate sealed envelopes, within the sealed Reply package.

Organize the Reply as follows:

Tab 1 A cover letter on the Respondent's letterhead with the following information:

- a. Company name and physical address;
- b. Primary location from where the work will be performed;
- c. Contact information for primary point of contact, including phone and email address; and
- d. Federal Employer Identification (FEID) Number.

Tab 2 Completed FORMS and Attachments:

FORM 1 – CONTACT INFORMATION
FORM 2 – NOTICE OF CONFLICT OF INTEREST
FORM 3 – NON-COLLUSION STATEMENT
FORM 4 – STATEMENT OF NO PRIOR DISQUALIFYING INVOLVEMENT
FORM 5 – ADDENDUM ACKNOWLEDGEMENT
FORM 6 – SUBCONTRACTING

Tab 3 **Mandatory Responsiveness Requirements:**

- A signed FORM 7 – MANDATORY RESPONSIVENESS REQUIREMENTS.
- The Respondent's Attachment G – Component Price Sheet **in a separate sealed envelope.**
- The Respondent's proposed Vendor's Service Catalog **in a separate sealed envelope.**

Tab 4 **Respondent's Reply to the Statement of Work**

A response to each subsection in the Attachment A - Statement of Work, where it is requested and where the subsection is applicable to the Respondent's proposed solution, by either inserting a narrative in the response blocks below the text of the numbered subsection or attaching a narrative with a reference to the corresponding Statement of Work subsection.

Note: It is the Respondent's responsibility to ensure responses are properly aligned with the corresponding Statement of Work sections. The Department will not be responsible for evaluating portions of responses that are improperly aligned with the Statement of Work subsections. If the Respondent is not seeking to provide one of the Service Categories, it should respond "N/A" to those response blocks and will receive a score of zero for those responses. See subsection 1.2, Instructions for Replies, of the Statement of Work.

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

Tab 5 **Letter of Bondability**

A letter, signed on or after February 1, 2019, from a surety company or bonding agent authorized to do business in the State of Florida and written on company letterhead indicating the Respondent's ability to obtain a performance bond in the amount of at least ten million dollars.

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

The following subsections supplement section 19 of the PUR 1001. By submitting a Reply, the Respondent agrees to protect, defend, and indemnify the Department for any and all claims arising from or relating to the Respondent's determination that the redacted portions of its Reply are confidential, proprietary, trade secret or otherwise not subject to disclosure. **If the Respondent fails to mark material exempt, or fails to submit a redacted copy of information it claims is confidential, the Department is authorized to produce, in their entirety, all documents, data, or records submitted to the Department in answer to a public records request for these records.**

3.8.1 Public Records

All electronic and written communications pertaining to this ITN, whether sent from or received by the Department, are subject to Florida's public records law, Chapter 119, Florida Statutes. Subsection 3.8.4 below addresses the submission of trade secret and other information exempted from public inspection.

3.8.2 Replies are Public Records

All materials submitted as part of a Reply to this ITN will be a public record subject to the provisions of Chapter 119, Florida Statutes. Selection or rejection of a Reply does not affect the public record status of the materials.

3.8.3 Replies will be Subject to Public Inspection

Unless exempted by law, all public records are subject to public inspection and copying under Florida's public records law, Chapter 119, Florida Statutes. A time-limited exemption from public inspection is provided for the contents of replies pursuant to subsection 119.071(1)(b), Florida Statutes. Once that exemption expires, all contents of replies become subject to public inspection unless another exemption applies. Any claim of trade secret exemption for any information contained in Respondent's Reply will be waived upon submission of the Reply to the Department, unless the claimed trade secret information is submitted in accordance with subsection 3.8.4. This waiver includes any information included in the Respondent's Reply outside of the separately bound document described below.

3.8.4 How to Claim Trade Secret or Other Exemptions

If a Respondent considers any portion of materials made or submitted in the course of replying to this ITN to be trade secret under section 812.081, Florida Statutes, or otherwise confidential under Florida or Federal Law, in order to preserve the confidentiality of the material, the Respondent must clearly designate that portion of the materials as "confidential" when submitted to the Department. The Respondent must submit all such information as a separately bound, *unredacted* document clearly labeled "Confidential, Unredacted Reply" together with a brief written description of the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption.

Respondent is to also simultaneously provide the Department with a separate, electronic *redacted* copy of its Reply. The file name of the electronic redacted copy is to contain the name of Respondent, the ITN number, and redacted copy (e.g., Respondent Name DMS ITN _redacted copy.pdf). Prominently display the phrase "Redacted Copy" on the first page of the electronic redacted copy and each page on which information is redacted.

This is to be submitted no later than the Reply submittal deadline. Where such information is part of material already required to be submitted as a separately bound or enclosed portion of the Reply, further segregate it and separately bind or enclose and clearly label it as set forth above in addition to any other labeling required for the material.

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

3.8.5 Public Records Request

If a Respondent fails to mark any materials submitted to the Department as exempt or fails to submit a redacted copy as provided in this section or fails to claim, in real-time, portions of the negotiations sessions as exempt, the Respondent **waives** the exemption, and the Department may produce all of Respondent's documents, data or records or Department's recordings of negotiation sessions to any person requesting a copy under Chapter 119, Florida Statutes. The Respondent exclusively bears the burden of complying with subsection 3.8 to ensure its exempt information is appropriately marked and protected. If a requestor asserts a right to the Confidential Information, the Department will notify the Respondent that such an assertion has been made. It is the Respondent's responsibility to assert that the information in question is exempt from disclosure under Chapter 119 or other applicable law. If the Department becomes subject to a demand for discovery or disclosure of the Confidential Information of the Respondent in a legal proceeding, the Department will give the Respondent prompt notice of the demand prior to releasing the information (unless otherwise prohibited by applicable law). The Respondent is responsible for defending its determination that the redacted portions of its Reply are confidential, proprietary, trade secret or otherwise not subject to disclosure.

3.8.6 Department Not Obligated to Defend Respondent's Claims

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

3.9 General Instructions to Vendors (PUR 1001 Form) and General Contract Conditions (PUR 1000 Form).

In accordance with Rule 60A-1.002(5), F.A.C., Form PUR 1000 is included herein by reference, but is superseded in its entirety by Attachment B – Draft Contract. Form PUR 1001 is also included herein by reference, but is superseded to the extent set forth herein.

The PUR 1001 and the PUR 1000 forms can be found at:

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

Sections 3, 5, 9, and 14 of the PUR 1001 (General Instructions) are inapplicable and are replaced as follows:

Section 3. Electronic Submission of Offers

Replies shall be submitted in accordance with Section 3.5, How to Submit a Reply.

Section 5. Questions

Submit questions in accordance with Section 2.2, Questions and Answers.

Section 9. Respondent's Representation and Authorization.

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

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

- Has within a three-year period preceding this certification had one (1) or more federal, state, or local government contracts terminated for cause or reason of default that would impair the Respondent's ability to deliver the commodities or contractual services of the resultant contract.
- The commodities or contractual services offered by the Respondent will conform to the specifications without exception.
- The Respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.
- If an award is made to the Respondent, the Respondent agrees that it intends to be legally bound to the Contract that is formed with the State.
- The Respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the Reply, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the Reply.
- The Respondent shall indemnify, defend, and hold harmless the Department and Customers, and their employees against any cost, damage, or expense which may be incurred or be caused by any error in the Respondent's Reply.
- All information provided by, and representations made by, the Respondent are material and important and will be relied upon by the Department in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Department of the true facts relating to submission of the bid. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817, Florida Statutes.
- If at any point during the course of the procurement, circumstances change so that any of the above acknowledgements are no longer true, Respondent will notify the procurement officer as soon as practicable.

Section 14 – Firm Response

The offer will be held firm in accordance with Section 2.6, Respondent Firm Offer.

3.10 Additional Information

By submitting a Reply, the Respondent certifies that it agrees to and satisfies all criteria specified in this solicitation. The Department reserves the right to seek written clarification from a Respondent, and to request supporting information or documentation. Failure to supply clarifying or supporting information or documentation as requested may result in the Reply being deemed nonresponsive.

3.11 Vendor's Pricing

3.11.1 Vendor's Service Catalog

The Respondent must submit a Vendor's Service Catalog of Respondent's proposed services and associated equipment and pricing, which will become part of the final Contract, as modified during negotiations. The Respondent will provide the Vendor's Service Catalog as if the terms and conditions of the Draft Contract are final. The Vendor's Service Catalog should contain component pricing that contemplates fulfillment of all minimum requirements, with the understanding that there is no guaranteed minimum spend from the Department or the Customers. The Respondent must provide detailed pricing for all services Respondent proposes in this procurement that is not otherwise provided for in Attachment G – Component Price Sheet. Respondents are instructed to only submit pricing for services that are within the contemplated scope of this procurement, including additional options or features proposed by the Respondent that are responsive to the Statement of Work. Services outside of the scope of this procurement will not be evaluated. If a

Vendor's Service Catalog in the final executed Contract includes services outside of the scope of the Contract, those services will not be considered part of the Contract, and will neither be included in the Communications Service Authorization and Billing System nor be offered to Customers.

Prices will be the same for each year of the initial and renewal periods. Pricing must be uniform with no variation for geographic location of service delivery. Respondents are encouraged to provide the best possible pricing at all times. This may include offering bundled pricing including services across multiple Service Categories. Prices listed in the Vendor's Service Catalog are inclusive of all charges and fees necessary to deliver the proposed services, unless otherwise separately identified in the Vendor's Service Catalog in accordance with Section 3.10. Under no circumstances will the Respondent submit pricing for items described in the Statement of Work as being provided at no cost to the State.

3.11.1.1 Vendor's Service Catalog should contain, at a minimum, the following items:

- Reference numbers (also referred to as part numbers) for all services and associated equipment.
- Descriptions of all services and associated equipment, indicating which features are or are not included with the listed prices.
- Ceiling prices for all services and associated equipment, with individual pricing for a la carte features.
- Information on any discounts for volume or term lengths (extended pricing plans) with proposed tiers and discount percentages.

3.11.1.2 Vendor's Service Catalog should address all items below, where applicable:

- Specify prices as monthly recurring charges (MRC) or non-recurring charges (NRC).
- List all separate fees and/or charges.
- Services may be shown with a variety of packages, with detailed pricing and descriptions of associated services, equipment and / or features. Any services, equipment and / or features provided at no cost should be identified as \$0.00.
- There will be no charge for services, features, or equipment where prices are not reflected in the Vendor's Service Catalog or the Attachment G – Component Price Sheet.
- For equipment, a Manufacturer's Suggested Retail Price (MSRP) and the percentage off this price, which also may be stated as an overall percentage off of MSRP.
- For Monthly Maintenance Support Services:
 - If Customers rent equipment, monthly rental pricing should be bundled to include monthly support services maintenance.
 - Provide the cost of recording conference and text chats in audio and web conferencing.
 - If offering, provide pricing and descriptions of Local Area Network services.

3.11.1.3 Vendor's Service Catalog may also contain the following items as individual chargeable items, or bundled with other services.

- Professional Services
- Customer Trainings
- Operator Assistance Charges
- Expedited Service Charge

- Vendor Management for Category 1, Unified Communications Services, and Category 3, Contact Center
- Site Survivability
- Helpdesk Services; may be proposed with tiered service levels and pricing

3.12 Component Price Sheet

The Respondent must submit an Attachment G – Component Price Sheet of Respondent’s proposed pricing, which will become part of the final Contract, as modified during negotiations. The Respondent will provide pricing in the Attachment G – Component Price Sheet as if the terms and conditions of the Draft Contract are final. The Respondent should be consistent to the greatest extent possible with pricing contained in the Vendor’s Service Catalog. Attachment G– Component Price Sheet must contain component pricing that contemplates fulfillment of all minimum requirements, with the understanding that there is no guaranteed minimum spend from the Department or the Customers. Prices listed in the Attachment G – Component Price Sheet are inclusive of all charges and fees necessary to deliver the proposed services, unless otherwise separately identified in the Attachment G – Component Price Sheet.

If there is a discrepancy between the Vendor’s Service Catalog and Attachment G – Component Price Sheet, Attachment G – Component Price Sheet will control except when lower pricing is offered in the Vendor’s Service Catalog. Prices will be the same for each year of the initial and renewal periods. Pricing must be uniform with no variation for geographic location of service delivery. Respondents are encouraged to provide the best possible pricing at all times. Respondent shall not submit, and the Department will not consider, prices for items which the Statement of Work requires to be provided at no cost.

3.12.1 All pricing submitted is considered the ceiling pricing for any given service item within the Vendor’s Service Catalog and Attachment G - Component Price Sheet. Prices submitted for all items in the Vendor’s Service Catalog and Attachment G - Component Price Sheet cannot be raised, but may be reduced, in the BAFO pricing submittal or during the term of the Contract. Notwithstanding the foregoing, during the negotiation process, the Department reserves the right to negotiate bundled service components or subcomponents to achieve best value.

3.12.2 The Department reserves the right to request additional information relating to pricing during this procurement.

3.12.3 Submitted prices shall not include pricing for Tier Two (2) Service Level Agreements (SLAs). While there is no separate line item for pricing Tier Two (2) SLAs, for those Customers who request the Contractor comply with an optional Tier Two (2) SLA(s), Contractors will have the ability to charge up to an additional 25% for the applicable service(s) subject to the optional Tier Two (2) SLAs.

3.13 Subcontracting

The Contractor will be fully responsible for all work performed under the Contract. The Contractor is solely responsible for ensuring that its subcontractor performs. Any Contractor shall use only those subcontractors properly and specifically identified in the subcontracting Form 6 of the Reply, and approved by the Department, except as permitted below. The Department has final approval authority of proposed subcontractors.

3.13.1 Subcontracting after Contract Execution

To subcontract any services to a subcontractor not originally identified in the Reply, a Contractor must submit a written request to the Department's Contract Manager identified in the Contract. Submit the written request using Form 6 and a narrative including the following:

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

By execution of a Contract resulting from this solicitation, the Contractor will acknowledge that it will not be released of its contractual obligations to the Department because of any subcontract. The Contractor will be solely responsible for ensuring the subcontractor maintains the insurance as required. The Contractor's use of a subcontractor not contained herein and/or approved by the Department will be considered a breach of Contract.

SECTION 4. SELECTION METHODOLOGY

4.1 Reply Disqualification

The Department reserves the right to determine which Replies meet the requirements of this solicitation and which Respondents are Responsive and Responsible.

4.2 Phase One – Evaluation Process – General Overview

The Department will appoint an evaluation team for the evaluation and scoring of the responsive replies for the evaluation phase (phase one). Each evaluator will be provided a copy of each Respondent's Reply that is deemed responsive.

The evaluators will evaluate and score Replies against the evaluation criteria set forth in Attachment H – Evaluator Scoring Workbook, in order to establish a competitive range of Replies reasonably susceptible of award.

See subsection 4.4 for information on the negotiation phase of the ITN. All Replies that meet the Mandatory Responsiveness Requirements and are determined to be responsive will be evaluated as described in this section.

4.3 Evaluation of the Reply

The evaluators will independently review and evaluate the responsive Replies. Using the assessment scale below, the evaluators will assign scores 0 to 4 based on the quality of each response to the Statement of Work in accordance with Attachment H - Evaluator Scoring Workbook. In determining the quality of the Respondent's responses, the evaluators will use the following guiding questions:

- How well does the Respondent's response demonstrate an understanding of the services/technology requested?
- How well does the Respondent's response demonstrate the Respondent's ability to provide the services/technology requested?
- How well does the Respondent's response address the requested services/technology?

Assessment	Evaluator Score
Unacceptable	0
Poor	1
Adequate	2
Good	3
Exceptional	4

4.3.1 Scoring of Response to the Statement of Work –

Scoring will be of the Respondent's scores for SOW sections two (2), three (3), and nine (9), and the Respondent's highest three (3) scores for SOW sections five (5) [Service Category 1], six (6) [Service Category 2], seven (7) [Service Category 3], and eight (8) [Service Category 4]. Note: completing two Service Categories or fewer will result in a score of 0 for those Service Categories not proposed by the Respondent.

Example of a response to all four (4) Service Categories

For example, if a Respondent's scores are 100 points for Service Category 1, 80 points for Service Category 2, 50 points for Service Category 3, 100 points for Service Category 4, the Service Category score would be $(100 + 80 + 100) = 280$, which would then be combined with the scores from SOW sections two (2), three (3), and nine (9).

Example of a response to three (3) Service Categories

For example, if a Respondent's scores are 100 points for Service Category 1, 90 points for Service Category 2, 75 points for Service Category 3, and zero (0) for not offering Service Category 4, the Service Category score would be $(100 + 90 + 75) = 265$, which would then be combined with the scores from SOW sections two (2), three (3), and nine (9).

Example of a response to two (2) Service Categories

For example, if a Respondent's scores are 100 points for Service Category 1, 75 points for Service Category 2, zero (0) points for not offering Service Category 3, and zero (0) for not offering Service Category 4, the Service Category score would be $(100 + 75 + 0) = 175$, which would then be combined with the scores from SOW sections two (2), three (3), and nine (9).

Instructions for replying to the SOW, see SOW subsection 1.2.

4.3.2 Other Department Rights for Evaluation

The Department reserves the right at any time during the Evaluation Process to:

1. Conceal pricing information from evaluators or provide an instruction to evaluators to disregard pricing information in their evaluation of a responsive Reply.
2. Redact, omit, or provide instruction to evaluators to disregard any portions of a proposed offering which the Department determines are outside of the scope of this procurement.

4.4 Negotiations

4.4.1 Phase 2 – Negotiations Process – General Overview

After the evaluation of replies based on the criteria, the Department will establish a competitive range of replies reasonably susceptible of award, and will select one or more Respondents within the competitive range to commence negotiations.

The evaluator scoring does not carry forward into the negotiations.

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

The Department reserves the right to negotiate different terms, additional terms, and related price adjustments if the Department determines that such changes would provide the best value to the State. Additional operational requirements may be defined and clarifications required.

The Department may require additional technical detail, diagrams, demonstrations, and documentation. The negotiation team may request proposed alternative terms or deliverables during negotiations, but it is under no obligation to accept proposed alternative terms or deliverables.

The Department reserves the right to negotiate concurrently or sequentially with competing Respondent(s). Negotiations will not be open to the public, but will be recorded.

Negotiation meetings will be conducted in Tallahassee, Florida. The Department reserves the right to schedule negotiations at a different location in the State. The Department may distribute an

agenda in advance of any negotiation session. Representatives for each Respondent should plan to be available, at least by telephone, without interruptions, for the entirety of the Respondent's scheduled negotiation meeting(s).

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

4.4.2 Respondent Attendance at Negotiations

The Department reserves the right to limit the number of representatives permitted to attend the negotiation sessions in person.

4.4.3 Revised Replies and Best and Final Offers

During the negotiation phase, the Department may request clarification and revisions to replies (including BAFOs) and identify information to be submitted to the Department until it is satisfied that it has achieved the best value for the State. Failure to provide information requested by the Department during the Negotiation Phase may result in termination of negotiations with the Respondent.

It is anticipated that the Department will use language in the Request for BAFO expressing contractual requirements within the procurement documents where the language was previously permissive. For example, the word 'should' may be replaced by the word 'must' in the final Statement of Work attached to the Request for BAFO.

4.4.4 Other Department Rights During Negotiations

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

- a) Schedule additional negotiation sessions with any or all Respondents.
- b) Require any or all Respondents to provide additional, revised or final written replies addressing specific topics, including, but not limited to, modifications to the solicitation specifications, terms or conditions, or business references.
- c) Require any or all Respondents to provide revised replies and written Best and Final Offer(s).
- d) Require any or all Respondents to address services, prices, or conditions offered by any other Respondent.
- e) Pursue a Contract with one (1) or more Respondents for the services encompassed by this solicitation, including any addendums thereto and any request for additional, revised, or final written replies or request for Best and Final Offers.
- f) Pursue the division of contracts between Respondents by type of service or geographic area, or both.
- g) Finalize Contract terms and conditions with any Respondent at any time.
- h) End negotiations with any or all Respondents at any time, regardless of the status of or schedule of negotiations, and to continue with other Respondents, or not continue with any Respondents.
- i) Conclude negotiations at any time and proceed to Contract award.
- j) Re-open negotiations with any responsive Respondent.
- k) Take any additional, administrative steps deemed necessary in determining the final award, including conducting demonstrations, additional fact-finding, evaluation, or negotiation where necessary and consistent with the terms of this solicitation.

- l) Request the assistance of and use subject matter experts for any portion of the procurement or throughout the procurement.
- m) Review and rely on relevant information contained in the Replies.
- n) Request pricing options different from the initial pricing provided in the Vendor's Service Catalog or Component Price Sheet. This information may be used in negotiations.
- o) Request business references and materials related to a reference check. If requested, the following guidelines will apply:
 - References should be directly relevant to the services in the solicitation.
 - References will not be accepted from:
 - Current employees of the Department.
 - Former employees of the Department within the past three (3) years.
 - Persons currently or formerly employed by the Respondent's organization.
 - Board members of the Respondent's organization.
 - Relatives of Respondent's employees or Board members.
 - Corporations based solely in a foreign country.
 - Members of the Respondent's organization who have written, completed, and submitted the form on behalf of the reference.
- p) Contact Respondent's Customers or other entities with information relevant to the Respondent's responsibility, experience, and/or ability.

The Department has sole discretion in deciding whether and when to take any of the foregoing actions, the scope and manner of such actions, the Respondent affected, and whether to provide concurrent public notice of such action.

4.4.5 Negotiation Meetings Not Open to Public

In accordance with section 286.0113, Florida Statutes, negotiations between the Department and Respondents are exempt from Chapter 286, Florida Statutes, and s. 24(b), Art. I of the State Constitution. Also, any portion of a team meeting at which negotiation strategies are discussed are exempt from section 286.011, Florida Statutes.

The Department will record all meetings of the negotiation team and all negotiation meetings between the Department and Respondents, as required by law, and such recordings will eventually become public record pursuant to Chapter 286, Florida Statutes. During negotiations, Respondents must inform the Department if any portion of the meetings should be considered confidential, proprietary, trade secret, or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution, or other authority, so that the Department can make appropriate arrangements for the segregation of the recording. If the Respondent fails to inform the Department that any portion of the negotiation meetings should be considered confidential, proprietary, trade secret or otherwise not subject to disclosure, the Department is authorized to produce the audio recording in answer to a public records request for these records.

4.5 Final Selection and Notice of Intent to Award Contract

4.5.1 Award Selection

If a Contract is awarded, the Contract will be awarded to the responsive and responsible vendor whose BAFO is assessed as providing the best value to the State in accordance with the selection criteria of this ITN.

4.5.2 Selection Criteria

The following award selection criteria will apply for this ITN:

- a) The Respondent's demonstration of its prior relevant experience, including track record, and the overall professional experience of the Respondent at providing the proposed services;
- b) The Respondent's technical ability and approach to meeting the goals of the ITN, as stated in Section 1.4;
- c) The Respondent's technical ability and approach to providing the services sought in the SOW; and
- d) The Respondent's pricing.

4.5.3 Department's Negotiation Team Recommendation

The Department's negotiation team will develop a recommendation as to the Contract award(s) that will provide the best value to the state based on the selection criteria.

SECTION 5. AWARD

5.1 Rights for Award

The Department reserves the right to:

- Select one (1) or more Respondents for the services encompassed by this solicitation, any addenda thereto and any request for additional or revised detailed written replies.
- Select one (1) or more Respondents by type of service, geographic area, and/or both.
- Award contracts for less than the entire service area.
- Award a contract by Service Category to one or more Respondents, or no Respondents at all.
- Award and contract with other responsive Respondents in the event that the Department is unable to contract with the initially awarded Respondent(s).
- Reject all Replies, and determine whether to reissue a competitive solicitation.
- Withdraw or cancel the procurement and make no award.

5.2 Agency Decision

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

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

5.3 Other Reserved Rights

- The Department has the right to use any or all ideas or adaptations of the ideas presented in any Reply. Selection or rejection of a Reply will not affect this right.
- The Department reserves the right, after posting a Notice of Intent to Award, to withdraw or cancel the procurement, or amend its notice of intent to award and re-open negotiations with any Respondent at any time prior to execution of a Contract.

5.4 No Contract until Execution

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

FORM 1 – CONTACT INFORMATION

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

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

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

Name of Respondent's Organization

Signature of Authorized Representative and Date

Print Name

FORM 2 - NOTICE OF CONFLICT OF INTEREST

Company Name _____

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

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

_____	_____
_____	_____
_____	_____

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

_____	_____
_____	_____
_____	_____

Name of Respondent's Organization

Signature of Authorized Representative and Date

Print Name

FORM 3 - NON-COLLUSION STATEMENT

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

am authorized to make this statement on behalf of my firm and its owner, directors and officers. I am the person responsible in my firm for the price(s) and amount(s) of this Reply, and the preparation of the Reply. I state that:

1. The price(s) and amount(s) of this Reply have been arrived at independently and without consultation, communication or agreement with any other Provider, potential provider, Reply, or potential Reply.
2. Neither the price(s) nor the amount(s) of this Reply, and neither the approximate price(s) nor approximate amount(s) of this Reply, have been disclosed to any other firm, vendor, Respondent, or potential Respondent, and they will not be disclosed before Reply opening.
3. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a Reply for this contract, or to submit a price(s) higher that the prices in this Reply, or to submit any intentionally high or noncompetitive price(s) or other form of complementary Reply.
4. The Reply of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Reply.
5. _____, its affiliates, subsidiaries, officers, director, and employees
(Name of Firm)
are not currently under investigation, by any governmental agency and have not in the last ten years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to Reply, on any public contract, except as follows:

I state that I and the named firm understand and acknowledge that the above representations are material and important, and will be relied on by the State of Florida for which this Reply is submitted. I understand and my firm understands that any misstatement in this statement is, and will be treated as, fraudulent concealment from the State of Florida of the true facts relating to the submission of Replies for this contract.

Dated this _____ day of _____

Name of Firm: _____

Signed by: _____

Print Name _____

FORM 4 - STATEMENT OF NO PRIOR DISQUALIFYING INVOLVEMENT

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

287.057 Procurement of commodities or contractual services. —

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

Name of Respondent's Organization

Signature of Authorized Representative and Date

Print Name

FORM 5 – ADDENDUM ACKNOWLEDGEMENT FORM

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

Please list all Addendum(s) below.

Name of Respondent's Organization

Signature of Authorized Representative and Date

Print Name

FORM 6 – SUBCONTRACTING

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

Please complete a separate sheet for each subcontractor.

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

Service: _____

Company Name: _____

Contact: _____

Address: _____

Telephone: _____

Fax: _____

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

W-9 verification: Yes _____ No _____

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

SCS FORM 7 – MANDATORY RESPONSIVENESS REQUIREMENTS

The person submitting the Reply certifies that the person is authorized to respond to this solicitation on behalf of the Respondent.
The Respondent certifies that it is in compliance with the requirements of this ITN, including subsection 3.9.
The Respondent certifies that that neither it, nor its affiliates, is a convicted vendor or a discriminatory vendor as described in section 287.133 and section 287.134, Florida Statutes, respectively.
The Respondent certifies that the Respondent is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, and is not participating in a boycott of Israel.
The Respondent certifies that the Respondent is currently authorized to do business with the State, or will attain authorization through the Department of State, Division of Corporations, should the Respondent be awarded the Contract. Website: www.sunbiz.org
The Respondent certifies it has provided the Department with an Attachment G – Component Price Sheet.
The Respondent certifies it has provided the Department with a Vendor’s Service Catalog.

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

Name of Respondent’s Organization

Printed Name of Organization’s Authorized Representative

Signature of Organization’s Authorized Representative

Date