



2585 Shumard Oak Boulevard  
Tallahassee, FL 32399  
Tony K. Powell,  
Executive Director

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## **SOUTHWOOD SHARED RESOURCE CENTER**

### **REQUEST FOR PROPOSAL**

**TITLE: SSRC ORACLE LICENSING PROCUREMENT  
CONSOLIDATION FY15 v2**

**RFP #: SSRC-201405.1 ORA**

**RELEASE DATE: MAY 30, 2014**

**Refer ALL Inquiries to  
Procurement Administrator:**

Rebecca Green  
Southwood Shared Resource Center  
2585 Shumard Oak Boulevard  
Tallahassee, FL 32399  
Telephone: (850) 274-9024  
Rebecca.Green@ssrc.myflorida.com



**SOUTHWOOD SHARED RESOURCE CENTER  
REQUEST FOR PROPOSAL**

**COMMODITIES - Attachment A, Solicitation Acknowledgement Form**

Page <u>1</u> of <u>53</u> pages	<b>SUBMIT PROPOSAL TO:</b> <b>Southwood Shared Resource Center</b> <b>2585 Shumard Oak Boulevard</b> <b>Tallahassee, Florida 32399</b> <b>Telephone Number: 850-274-9024</b>
AGENCY RELEASE DATE: <u>May 30, 2014</u>	

SOLICITATION TITLE: <b>ORACLE LICENSE PROCUREMENT CONSOLIDATION</b>	SOLICITATION NO: <b>SSRC-201505.1 ORA FY15</b>
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PROPOSALS WILL BE OPENED: **June 10, 2014 @ 2:30 P.M. ET**

and may not be withdrawn within 120 days after such date and time.

VENDOR NAME:	<hr/> *AUTHORIZED SIGNATURE (MANUAL)  <hr/> *AUTHORIZED SIGNATURE (TYPED), TITLE  <b>*This individual must have the authority to bind the respondent.</b>
VENDOR MAILING ADDRESS:	
CITY - STATE - ZIP:	
PHONE NUMBER:	
FREE NUMBER:	
FAX NUMBER:	
EMAIL ADDRESS:	
FEID NO.:	

TYPE OF BUSINESS ENTITY (Corporation, LLC, partnership, etc.):

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this Proposal and certify that I am authorized to sign this Proposal for the Proposer and that the Proposer is in compliance with all requirements of the Request for Proposal, including but not limited to, certification requirements. In submitting a Proposal to an agency for the State of Florida, the Proposer offers and agrees that if the Proposal is accepted, the Proposer will convey, sell, assign, or transfer to the State of Florida all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the State of Florida. At the State's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the Proposer.

**RESPONDENT CONTACTS:** Please provide the name, title, address, telephone number, and e-mail address of the official contact and an alternate, if available. These individuals shall be available to be contacted by telephone or attend meetings as may be appropriate regarding the solicitation schedule.

<b>PRIMARY CONTACT:</b>		<b>SECONDARY CONTACT:</b>	
NAME, TITLE:		NAME, TITLE:	
ADDRESS:		ADDRESS:	
PHONE NUMBER:		PHONE NUMBER:	
FAX NUMBER:		FAX NUMBER:	
EMAIL ADDRESS:		EMAIL ADDRESS:	

## PUR 1001 – GENERAL INSTRUCTIONS TO RESPONDENTS

1. **Definitions.** The definitions found in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:
- (a) "Buyer" means the entity that has released the solicitation.
  - (b) "Procurement Administrator" means the Buyer's contracting personnel, as identified in the Introductory Materials.
  - (c) "Respondent" means the entity that submits materials to the Buyer in accordance with these Instructions.
  - (d) "Response" means the material submitted by the respondent in answering the solicitation.
  - (e) "Timeline" means the list of critical dates and actions included in the Introductory Materials.

2. **General Instructions.** Potential respondents to the solicitation are encouraged to carefully review all the materials contained herein and prepare responses accordingly.

3. **Electronic Submission of Responses.** Respondents are required to submit responses electronically. For this purpose, all references herein to signatures, signing requirements, or other required acknowledgments hereby include electronic signature by means of clicking the "Submit Response" button (or other similar symbol or process) attached to or logically associated with the response created by the respondent within MyFlorida MarketPlace Vendor Bid System (VBS). The respondent agrees that the action of electronically submitting its response constitutes:
- an electronic signature on the response, generally,
  - an electronic signature on any form or section specifically calling for a signature, and
  - an affirmative agreement to any statement contained in the solicitation that requires a definite confirmation or acknowledgement.

**NOTE: This section is superseded by a condition in Attachment B. Electronic submission of proposals is required via email submitted to the Procurement Administrator.**

4. **Terms and Conditions.** All responses are subject to the terms of the following sections of this solicitation, which, in case of conflict, shall have the order of precedence listed:
- Technical Specifications,
  - Special Conditions,
  - Instructions to Respondents (PUR 1001),
  - General Conditions (PUR 1000), and
  - Introductory Materials.

The Buyer objects to and shall not consider any additional terms or conditions submitted by a respondent, including any appearing in documents attached as part of a respondent's response. In submitting its response, a respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a response, shall be grounds for rejecting a response.

**NOTE: This section is superseded by a condition in Attachment B.**

5. **Conflict of Interest.** This solicitation is subject to chapter 112 of the Florida Statutes. Respondents shall disclose with their response the name of any officer, director, employee, or other agent who is also an employee of the State. Respondents shall also disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the respondent or its affiliates.
6. **Convicted Vendors.** A person or affiliate placed on the convicted Vendor list following a conviction for a public entity crime is prohibited from doing any of the following for a period of 36 months from the date of being placed on the convicted Vendor list:
- submitting a bid on a contract to provide any goods or services to a public entity;
  - submitting a bid on a contract with a public entity for the construction or repair of a public building or public work;
  - submitting bids on leases of real property to a public entity;
  - being awarded or performing work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and
  - transacting business with any public entity in excess of the Category Two threshold amount (\$35,000) provided in section 287.017 of the Florida Statutes.
7. **Discriminatory Vendors.** An entity or affiliate placed on the discriminatory Vendor list pursuant to section 287.134 of the Florida Statutes may not:
- submit a bid on a contract to provide any goods or services to a public entity;
  - submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
  - submit bids on leases of real property to a public entity;
  - be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; or
  - transact business with any public entity.

**8. Respondent's Representation and Authorization.** In submitting a response, each respondent understands, represents, and acknowledges the following (if the respondent cannot so certify to any of following, the respondent shall submit with its response a written explanation of why it cannot do so).

- The respondent is not currently under suspension or debarment by the State or any other governmental authority.
- To the best of the knowledge of the person signing the response, 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.
- To the best of the knowledge of the person signing the response, the respondent 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 response.
- 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 Buyer in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a) of the Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy, or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.
- Neither the respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:
  - Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property; or
  - Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.
- The product 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 response, 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 response.
- The respondent shall indemnify, defend, and hold harmless the Buyer and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the respondent's preparation of its bid.
- All information provided by, and representations made by, the respondent are material and important and will be relied upon by the Buyer in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Buyer of the true facts relating to submission of the bid. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817 of the Florida Statutes.

**9. Manufacturer's Name and Approved Equivalents.** Unless otherwise specified, any manufacturers' names, trade names, brand names, information, or catalog numbers listed in a specification are descriptive, not restrictive. With the Buyer's prior approval, the Contractor may provide any product that meets or exceeds the applicable specifications. The Contractor shall demonstrate comparability, including appropriate catalog materials, literature, specifications, test data, etc. The Buyer shall determine in its sole discretion whether a product is acceptable as an equivalent.

**10. Performance Qualifications.** The Buyer reserves the right to investigate or inspect at any time whether the product, qualifications, or facilities offered by Respondent meet the Contract requirements. Respondent shall at all times during the Contract term remain responsive and responsible. In determining Respondent's responsibility as a Vendor, the agency shall consider all information or evidence which is gathered or comes to the attention of the agency which demonstrates the Respondent's capability to fully satisfy the requirements of the solicitation and the contract.

Respondent must be prepared, if requested by the Buyer, to present evidence of experience, ability, and financial standing, as well as a statement as to plant, machinery, and capacity of the respondent for the production, distribution, and servicing of the product bid. If the Buyer determines that the conditions of the solicitation documents are not complied with, or that the product proposed

to be furnished does not meet the specified requirements, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, the Buyer may reject the response or terminate the Contract. Respondent may be disqualified from receiving awards if respondent, or anyone in respondent's employment, has previously failed to perform satisfactorily in connection with public bidding or contracts. This paragraph shall not mean or imply that it is obligatory upon the Buyer to make an investigation either before or after award of the Contract, but should the Buyer elect to do so, respondent is not relieved from fulfilling all Contract requirements.

11. **Electronic Posting of Notice of Intended Award.** Based on the evaluation, on the date indicated on the Timeline the Buyer shall electronically post a notice of intended award at [http://myflorida.com/apps/vbs/vbs\\_www.main\\_menu](http://myflorida.com/apps/vbs/vbs_www.main_menu). If the notice of award is delayed, in lieu of posting the notice of intended award the Buyer shall post a notice of the delay and a revised date for posting the notice of intended award. Any person who is adversely affected by the decision shall file with the Buyer a notice of protest within 72 hours after the electronic posting. The Buyer shall not provide tabulations or notices of award by telephone.  
**NOTE: This section is superseded by a condition in Attachment B.**
12. **Firm Response.** The Buyer may make an award within ninety (90) days after the date of the opening, during which period responses shall remain firm and shall not be withdrawn. If award is not made within ninety (90) days, the response shall remain firm until either the Buyer awards the Contract or the Buyer receives from the respondent written notice that the response is withdrawn. Any response that expresses a shorter duration may, in the Buyer's sole discretion, be accepted or rejected.
13. **Clarifications/Revisions.** Before award, the Buyer reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of submissions from all respondents deemed eligible for Contract award. Failure to provide requested information may result in rejection of the response.
14. **Minor Irregularities/Right to Reject.** The Buyer reserves the right to accept or reject any and all bids, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if the Buyer determines that doing so will serve the State's best interests. The Buyer may reject any response not submitted in the manner specified by the solicitation documents.
15. **Contract Formation.** The Buyer shall issue a notice of award, if any, to successful respondent(s), however, no contract shall be formed between respondent and the Buyer until the Buyer signs the Contract. The Buyer shall not be liable for any costs incurred by a respondent in preparing or producing its response or for any work performed before the Contract is effective.

**16. Contract Overlap.** Respondents shall identify any products covered by this solicitation that they are currently authorized to furnish under any state term contract or federal contract. By entering into the Contract, a Contractor authorizes the Buyer to eliminate duplication between agreements in the manner the Buyer deems to be in its best interest.

17. **Public Records.** Florida law generously defines what constitutes a public record; see, for example, section 119.07 of the Florida Statutes. If a respondent believes that its response contains information that should not be a public record, the respondent shall clearly segregate and mark that information (for example, placing the material in a separate electronic file, and including the word "Confidential" in the filename) and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption.
18. **Protests.** Any protest concerning this solicitation shall be made in accordance with sections 120.57(3) and 287.042(3) of the Florida Statutes and chapter 28-110 of the Florida Administrative Code. Questions to the Procurement Administrator shall not constitute formal notice of a protest. It is the Buyer's intent to ensure that specifications are written to obtain the best value for the State and that specifications are written to ensure competitiveness, fairness, necessity, and reasonableness in the solicitation process.

Section 120.57(3)(b), F.S. and Section 28-110.003, Fla. Administrative Code require that a notice of protest of the solicitation documents shall be made within seventy-two hours after the posting of the solicitation.

Section 120.57(3)(a), F.S. requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under chapter 120, Florida Statutes."

Section 28-110.005, Fla. Admin. Code requires the following statement to be included in the solicitation: "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."

**20. Limitation on Vendor Contact with Agency During Solicitation Period.** 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 Administrator or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response. (PUR 1001 - 60A-1.002(7), F.A.C.)

## PUR 1000 – GENERAL CONTRACT CONDITIONS

1. **Definitions.** The definitions contained in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:
  - (a) “Contract” means the legally enforceable agreement that results from a successful solicitation. The parties to the Contract will be the Customer and Contractor.
  - (b) “Customer” means the State agency or other entity that will order products directly from the Contractor under the Contract.
  - (c) “Product” means any deliverable under the Contract, which may include commodities, services, technology, or software.
  - (d) “Purchase order” means the form or format a Customer uses to make a purchase under the Contract (e.g., a formal written purchase order, electronic purchase order, procurement card, or other authorized means).
2. **Purchase Orders.** A Contractor shall not deliver or furnish products until a Customer transmits a purchase order. All purchase orders shall bear the Contract or solicitation number, shall be placed by the Customer directly with the Contractor, and shall be deemed to incorporate by reference the Contract and solicitation terms and conditions. Any discrepancy between the Contract terms and the terms stated on the Contractor’s order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to the Customer. A purchase order for services within the ambit of section 287.058(1) of the Florida Statutes shall be deemed to incorporate by reference the requirements of subparagraphs (a) through (f) thereof. Customers shall designate a contract manager and a contract administrator as required by subsections 287.057(14) and (15) of the Florida Statutes.
3. **Product Version.** Purchase orders shall be deemed to reference a manufacturer’s most recently released model or version of the product at the time of the order, unless the Customer specifically requests in writing an earlier model or version, and the contractor is willing to provide such model or version.
4. **Price Changes Applicable only to Term Contracts.** If this is a term contract for commodities or services, the following provisions apply.
  - (a) Quantity Discounts. Contractors are urged to offer additional discounts for one-time delivery of large single orders. Customers should seek to negotiate additional price concessions on quantity purchases of any products offered under the Contract. State Customers shall document their files accordingly.
  - (b) Best Pricing Offer. During the Contract term, if the Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a product outside the Contract, but upon the same or similar terms of the Contract, then at the discretion of the Customer the price under the Contract shall be immediately reduced to the lower price.
  - (c) Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor shall submit to the Contract Specialist documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to then-authorized prices. Promotional prices shall be available to all Customers. Upon approval, the Contractor shall provide conspicuous notice of the promotion.
  - (d) Trade-In. Customers may trade-in equipment when making purchases from the Contract. A trade-in shall be negotiated between the Customer and the Contractor. Customers are obligated to actively seek current fair market value when trading equipment, and to keep accurate records of the process. For State agencies, it may be necessary to provide documentation to the Department of Financial Services and to the agency property custodian pursuant to Chapter 273, F.S.
  - (e) Equitable Adjustment. The Customer may, in its sole discretion, make an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor’s control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Contract would result in a substantial loss.
5. **Additional Quantities.** For a period not exceeding one hundred twenty (120) days from the date of solicitation award, the Customer reserves the right to acquire additional quantities up to the amount shown on the solicitation but not to exceed the threshold for Category Two at the prices submitted in the response to the solicitation.
6. **Packaging.** Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate and clearly labeled shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging shall become and remain Customer’s property.
7. **Inspection at Contractor’s Site.** The Customer reserves the right to inspect, at any reasonable time with prior notice, the equipment or product or plant or other facilities of a Contractor to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.

8. **Safety Standards.** All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector. Acceptability customarily requires, at a minimum, identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished shall meet all applicable requirements of the Occupational Safety and Health Act and state and federal requirements relating to clean air and water pollution.
9. **Americans with Disabilities Act.** Contractors should identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.
10. **Literature.** Upon request, the Contractor shall furnish literature reasonably related to the product offered; for example, user manuals, price schedules, catalogs, descriptive brochures, etc.
11. **Transportation and Delivery.** Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination to any Buyer-designated point within thirty (30) days after the Customer places an Order. A Contractor, within five (5) days after receiving a purchase order, shall notify the Customer of any potential delivery delays. Evidence of inability or intentional delays shall be cause for Contract cancellation and Contractor suspension.
12. **Installation.** Where installation is required, Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the purchase order. Contractor's authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.
13. **Risk of Loss.** Matters of inspection and acceptance are addressed in s. 215.422, F.S. Until SSRC acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer shall: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer rejects a product, Contractor shall remove it from the premises within ten days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the Contractor. Rejected product not removed by the Contractor within ten days shall be deemed abandoned by the Contractor, and the Customer shall have the right to dispose of it as its own property. Contractor shall reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected product.
14. **Transaction Fee.** The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System ("System"). Pursuant to section 287.057(22), Florida Statutes (2002), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State, unless exempt pursuant to 60A-1.032, F.A.C.
- For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.
- Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of the agreement.
- Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering re-procurement costs from the Contractor in addition to all outstanding fees. **CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES SHALL BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.**
15. **Invoicing and Payment.** Invoices shall contain the Contract number, purchase order number, and the appropriate Vendor identification number. The State may require any other information from the Contractor that the State deems necessary to verify any purchase order placed under the Contract.



At the State's option, Contractors may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Contractor supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to the Customer through the Ariba Supplier Network (ASN) in one of the following mechanisms – EDI 810, cXML, or web-based invoice entry within the ASN.

Payment shall be made in accordance with sections 215.422 and 287.0585 of the Florida Statutes, which govern time limits for payment of invoices. Invoices that must be returned to a Contractor due to preparation errors will result in a delay in payment. Contractors may call (850) 413-7269 Monday through Friday to inquire about the status of payments by State Agencies. The Customer is responsible for all payments under the Contract. A Customer's failure to pay, or delay in payment, shall not constitute a breach of the Contract and shall not relieve the Contractor of its obligations to the Department or to other Customers.

16. **Taxes.** The State does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The State will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees' wages. Any exceptions to this paragraph shall be explicitly noted by the Customer on a purchase order or other special contract condition.
17. **Governmental Restrictions.** If the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Contract, the Contractor shall immediately notify the Customer in writing, indicating the specific restriction. The Customer reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense to the Customer.
18. **Lobbying and Integrity.** Customers shall ensure compliance with Section 11.062, FS and Section 216.347, FS. The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Customer's Inspector General, or other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for the longer of (1) three years after the expiration of the Contract or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dliis.dos.state.fl.us/recordsmgmt/scheduling.cfm>). The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.
19. **Indemnification.** The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Customers, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or a Customer.

The selected Vendor must agree to indemnify, defend, save, and hold harmless the State of Florida and the SSRC from all claims, demands, liabilities, and suits of any nature arising out of, because of, or due to any negligent act, or failure to act, by the selected Vendor, its subcontractors, agents or employees, to the extent permitted by Florida law.

Further, the Contractor shall fully indemnify, defend, and hold harmless the State and Customers from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to a Customer's misuse or modification of Contractor's products or a Customer's operation or use of Contractor's products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit, or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Customer the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Customer the right to continue using the product, the Contractor shall remove the product and refund the Customer the amounts paid in excess of a reasonable rental for past use. The customer shall not be liable for any royalties.

The Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or Customer giving the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense. The

Contractor shall not be liable for any cost, expense, or compromise incurred or made by the State or Customer in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.

- 20. Limitation of Liability.** For all claims against the Contractor under any individual purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a purchase order for direct damages shall be limited to the greater of \$100,000, the dollar amount of the purchase order, or two times the charges rendered by the Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraph contain in this agreement.

Unless otherwise specifically enumerated in the Contract or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the purchase order requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State. **NOTE: This section is superseded by a condition in Attachment B.**

- 21. Suspension of Work.** The Customer may in its sole discretion suspend any or all activities under the Contract, at any time, when in the best interests of the State to do so. The Customer shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the Contractor, the Customer shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract. Suspension of work shall not entitle the Contractor to any additional compensation.

- 22. Termination for Convenience.** The Customer, by written notice to the Contractor, may terminate the Contract in whole or in part when the Customer determines in its sole discretion that it is in the State's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

- 23. Termination for Cause.** The Customer may terminate the Contract if the Contractor fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Customer. The rights and remedies of the Customer in this clause are in addition to any other rights and remedies provided by law or under the Contract.

- 24. Force Majeure, Notice of Delay, and No Damages for Delay.** The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Customer. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to Customers, in which case the Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs

and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

25. **Changes.** The Customer may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. The Customer may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld. If unusual quantity requirements arise, the Customer may solicit separate bids to satisfy them.
26. **Renewal.** Upon mutual agreement, the Customer and the Contractor may renew the Contract, in whole or in part, for a period that may not exceed 3 years or the term of the contract, whichever period is longer. Any renewal shall specify the renewal price, as set forth in the solicitation response. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.
27. **Purchase Order Duration.** Purchase orders issued pursuant to a state term or agency contract must be received by the Contractor no later than close of business on the last day of the contract's term to be considered timely. The Contractor is obliged to fill those orders in accordance with the contract's terms and conditions. Purchase orders received by the contractor after close of business on the last day of the state term or agency contract's term shall be considered void.

Purchase orders for a one-time delivery of commodities or performance of contractual services shall be valid through the performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the single delivery/performance, and shall survive the termination of the Contract.

Contractors are required to accept purchase orders specifying delivery schedules exceeding the contracted schedule even when such extended delivery will occur after expiration of the state term or agency contract. For example, if a state term contract calls for delivery 30 days after receipt of order (ARO), and an order specifies delivery will occur both in excess of 30 days ARO and after expiration of the state term contract, the Contractor will accept the order. However, if the Contractor expressly and in writing notifies the ordering office within ten (10) calendar days of receipt of the purchase order that Contractor will not accept the extended delivery terms beyond the expiration of the state term contract, then the purchase order will either be amended in writing by the ordering entity within ten (10) calendar days of receipt of the contractor's notice to reflect the state term contract delivery schedule, or it shall be considered withdrawn.

The duration of purchase orders for recurring deliveries of commodities or performance of services shall not exceed the expiration of the state term or agency contract by more than twelve months. However, if an extended pricing plan offered in the state term or agency contract is selected by the ordering entity, the contract terms on pricing plans and renewals shall govern the maximum duration of purchase orders reflecting such pricing plans and renewals.

Timely purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the recurring delivery/performance as provided herein, and shall survive the termination of the Contract.

Ordering offices shall not renew a purchase order issued pursuant to a state term or agency contract if the underlying contract expires prior to the effective date of the renewal.

28. **Advertising.** Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the Customer, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the Customer or the State as a reference, or otherwise linking the Contractor's name and either a description of the Contract or the name of the State or the Customer in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.
29. **Assignment.** The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the Customer; provided, the Contractor assigns to the State any and all claims it has with respect to the Contract under the antitrust laws of the United States and the State. In the event of any assignment, the Contractor remains secondarily liable for performance of the contract, unless the Customer expressly waives such secondary liability. The Customer may assign the Contract with prior written notice to Contractor of its intent to do so.
30. **Dispute Resolution.** Any dispute concerning performance of the Contract shall be decided by the Customer's designated contract manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within ten (10) days from the date of receipt, the Contractor files with the Customer a petition for administrative hearing. The Customer's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other

form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in Leon County, Florida; in any such action, Florida law shall apply and the parties waive any right to jury trial.

31. **Employees, Subcontractors, and Agents.** All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Customer. The State may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The State may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with a Customer's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The State may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.
32. **Security and Confidentiality.** The Contractor shall comply fully with all security procedures of the State and Customer in performance of the Contract. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Customer. The Contractor shall not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the State's or Customer's confidential information, or material that is otherwise obtainable under State law as a public record. To insure confidentiality, the Contractor shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.
33. **Contractor Employees, Subcontractors, and Other Agents.** The Customer and the State shall take all actions necessary to ensure that Contractor's employees, subcontractors and other agents are not employees of the State of Florida. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment) from an employer other than the State of Florida.
34. **Insurance Requirements.** 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. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor shall provide certificate of insurance. 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 or eligible to write policies in Florida. **NOTE: This section is superseded by a condition in Attachment B.**
35. **Warranty of Authority.** Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.
36. **Warranty of Ability to Perform.** The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted Vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Customer in writing if its ability to perform is compromised in any manner during the term of the Contract.
37. **Notices.** All notices required under the Contract shall be delivered by certified mail, return receipt requested, by reputable air courier service, or by personal delivery to the agency designee identified in the original solicitation, or as otherwise identified by the Customer. Notices to the Contractor shall be delivered to the person who signs the Contract. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.
38. **Leases and Installment Purchases.** Prior approval of the Chief Financial Officer (as defined in Section 17.001, F.S.) is required for State agencies to enter into or to extend any lease or installment-purchase agreement in excess of the Category Two amount established by section 287.017 of the Florida Statutes.
39. **Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE).** Section 946.515(2), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles which are the subject of, or required to carry out, the Contract shall be purchased from the corporation identified under Chapter 946 of the Florida Statutes (PRIDE) in the same manner and under the same procedures set forth in section 946.515(2) and (4) of the Florida Statutes; and for

purposes of the Contract the person, firm, or other business entity carrying out the provisions of the Contract shall be deemed to be substituted for the agency insofar as dealings with such corporation are concerned." Additional information about PRIDE and the products it offers is available at <http://www.pride-enterprises.org/>.

- 40. Products Available from the Blind or Other Handicapped.** Section 413.036(3), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the State agency insofar as dealings with such qualified nonprofit agency are concerned." Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.
- 41. Modification of Terms.** The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Customer and the Contractor. The Contract may only be modified or amended upon mutual written agreement of the Customer and the Contractor. No oral agreements or representations shall be valid or binding upon the Customer or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Customer. The Contractor may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. The Customer's acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.
- 42. Cooperative Purchasing.** Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between Customer and Contractor, and Customer shall not be a party to any transaction between the Contractor and any other purchaser.
- State agencies wishing to make purchases from this agreement are required to follow the provisions of s. 287.042(16)(a), F.S. This statute requires the Department of Management Services to determine that the requestor's use of the contract is cost-effective and in the best interest of the State.
- 43. Waiver.** The delay or failure by the Customer to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the Customer's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.
- 44. Annual Appropriations.** The State's performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature.
- 45. Execution in Counterparts.** The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- 46. Severability.** If a court deems any provision of the Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.
- 47. Special Conditions.** Pursuant to 60A-1.002(7), F.A.C., a Customer may attach additional contractual and technical terms and conditions. These "special conditions" shall take precedence over this form PUR 1000 unless the conflicting term in this form is statutorily required, in which case the term contained in the form shall take precedence.

(PUR 1000 - 60A-1.002(7), F.A.C.)

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## ATTACHMENT B

### GENERAL INSTRUCTIONS FOR THE PREPARATION AND SUBMISSION OF PROPOSALS FOR ORACLE LICENSE PROCUREMENT CONSOLIDATION FY15

- B.1 Solicitation Number: SSRC - 201405.1 ORA FY15
- B.2 Solicitation Type: Request for Proposals (RFP)
- B.3 Date of RFP Issuance: May 30, 2014
- B.4 Program Area: Southwood Shared Resource Center (SSRC)
- B.5 Solicitation Timeline:

By **June 5, 2014 @ 5:00 p.m. ET** all questions from prospective Vendors must be submitted in accordance with the directions in section B.7.

By **June 6, 2014 @ 5:00 p.m. ET**, the SSRC anticipates posting the questions received and the SSRC's answers on the Vendor Bid System (see instructions on how to get to the Vendor Bid System below).

By **June 10, 2014 @ 2:30 p.m. ET**, prospective Vendors shall submit complete responses electronically to the Procurement Administrator identified in, and per the requirements of, Section B.6.

On or after **8:30 a.m. ET, on June 16, 2014**, the recommended award will be posted on the Florida Department of Management Services (DMS) Vendor Bid System. To access the posted results, go to <http://www.myflorida.com>. Once at this site, the steps listed below should be followed to access the Vendor Bid System.

- Click on BUSINESS
- Click on "Doing Business with the State"
- Under the "Everything for Vendors and Customers" heading, click on "Vendor Bid System"
- Click on "Search Advertisements"
- Under the "Agency" search field, select the "Southwood Shared Resource Center" and click on "Initiate Search"
- Click on the solicitation number "SSRC-201405.1 ORA"

The SSRC reserves the right to short-list respondents deemed to be in the competitive range to conduct oral discussions prior to the final determination of contract award. If the SSRC exercises the right, the short-list will be posted on the Vendor Bid System at [www.myflorida.com](http://www.myflorida.com) on or after **8:30 A.M. ET, June 13, 2014**. In the event that the SSRC

exercises the right to hold oral discussions, all of the participating firms will start out on an equal basis. The SSRC also reserves the right to access a sandbox, request a proof of concept, and preview Solution functionality for short-listed firms.

**These dates are to be used by prospective Vendors for planning purposes only and are subject to change. The SSRC reserves the right to revise the solicitation schedule provided above.**

**Please notify the SSRC Procurement Administrator identified below (see Section B.6) at least five (5) days prior to the due date for responses if an accommodation because of a disability is required in order to participate in this procurement opportunity.**

B.5.1 Table of Solicitation Timeline:

Listed below are important dates/times by which actions are scheduled to be taken or completed. If the SSRC finds it necessary to update any of the dates/times noted, the SSRC will post an Amendment to this RFP on the Vendor Bid System ("VBS"). All times listed below are Eastern Time (ET) as in Tallahassee, Florida.

DATE	TIME	ITEM
May 30, 2014		Release of Solicitation
June 5, 2014	5:00 p.m. EST	Questions Due
June 6, 2014		Date Answers to Questions are posted on the Vendor Bid System
June 10, 2014	2:30 p.m. EST	Replies Due/Opening
June 16, 2014		Initial Evaluation of Replies Concluded; Anticipated Posting of Intended Award on VBS
On or about July 1, 2014		Contract Start

B.6 Response Submittal (This section supersedes Attachment A, PUR1001, Instruction #3, Electronic Submission of Responses):

See the instructions for response preparation in Section B.27. Electronic email submission of responses is required. **RESPONSES TRANSMITTED BY FACSIMILE WILL NOT BE CONSIDERED.**

Vendor shall submit all required components of the RFP response (i.e. B.26-required Acknowledgement Form, signed copies of all addenda issued, executive summary, past performance forms /references, and Attachment D.1 Cost Proposal) electronically to the SSRC Procurement Administrator at [rebecca.green@ssrc.myflorida.com](mailto:rebecca.green@ssrc.myflorida.com) no later than 2:30pm on Tuesday, June 10, 2014.

**Responses must be received by:**

Rebecca Green  
Southwood Shared Resource Center  
Rebecca.Green@ssrc.myflorida.com  
Telephone Number: 850-274-9024

**NO LATER THAN 2:30 p.m. Eastern Time (ET) on June 10, 2014.**

All responses must be submitted via email to the Procurement Administrator at [Rebecca.Green@ssrc.myflorida.com](mailto:Rebecca.Green@ssrc.myflorida.com) with the solicitation number clearly identified in the subject line. The SSRC is not responsible for the opening of any solicitation package which is not properly marked. It is the Respondent's responsibility to assure its response is submitted at and by the place and time indicated in this solicitation. Respondents are required to complete, sign, and return the "SSRC Solicitation Acknowledgement Form" with their response.

**CAUTION: A response received at the office designated after the exact time specified for receipt will not be considered and shall be retained by the SSRC unopened.**

B.7 Questions:

**Any questions from prospective Vendors concerning this RFP shall be submitted in writing, identifying the submitter, to Rebecca Green by email to [Rebecca.Green@ssrc.myflorida.com](mailto:Rebecca.Green@ssrc.myflorida.com), no later than 5:00 p.m. ET on June 5, 2014.** All questions and/or changes to the solicitation will be posted on the DMS Vendor Bid System (VBS). It is the prospective Vendor's responsibility to periodically check the VBS. SSRC bears no responsibility for any delays, or resulting impacts, associated with a prospective Vendor's failure to obtain the information made available through the DMS Vendor Bid System.

Each prospective Vendor shall and must assume that they are responsible for any and all services required under this solicitation. The SSRC Contract Manager shall be the sole judge of conditions which are satisfactory and acceptable. The prospective Vendor is also required to carefully examine the specifications set forth and to inform themselves thoroughly regarding any and all



conditions and requirements that may in any manner affect the work to be performed as described in this solicitation. No allowances will be made to the selected Vendor because of lack of knowledge of conditions or requirements, and the selected Vendor will not be relieved of any liabilities or obligations. Questions to the Procurement Administrator or to any Buyer personnel shall not constitute formal protest of the specifications, the solicitation, or the notice of intent to award.

**INFORMATION WILL NOT BE PROVIDED BY TELEPHONE.** Any information received through oral communication shall not be binding on the SSRC and shall not be relied upon by any prospective Vendor.

Information on Federal Procurement Regulations, State Statutes or Rules, referred to in this solicitation, may be obtained by contacting the SSRC Procurement Administrator referred to in Item B.6 above.

**B.8 Notification (This section supersedes Attachment A, PUR1001, Instruction #12, Electronic Posting of Notice of Intended Award):**

Tabulation of Results, with the recommended agency decision, will be posted for review by interested parties at the location specified in Section B.5 above **on or after 8:30 a.m. ET on June 16, 2014**, and will remain posted for a period of seventy-two (72) hours, which does not include weekends or State-observed holidays. Any respondent who desires to protest the recommended contract award must file a notice of protest and formal protest with the Procurement Office, Southwood Shared Resource Center, 2585 Shumard Oak Boulevard, Tallahassee, Florida 32399, within the time prescribed, and per the requirements detailed, in Section 120.57(3), Florida Statutes, and Chapter 28-110, Florida Administrative Code.

**B.9 Disclosure and Ownership of Proposal Contents by the SSRC:**

A Respondent's proposal shall be a public record and subject to production, disclosure, inspection, and copying consistent with the requirements of Chapter 119, Florida Statutes. All information in a Respondent's proposal (including, without limitation, technical and price information), and any resulting Contract, which will incorporate the successful proposal, will be a matter of public record, subject to the provisions of Florida's Public Records Act, Chapter 119, Florida Statutes, regardless of copyright status. A Respondent's submission of a proposal shall constitute a waiver of any copyright protection which might otherwise apply to the SSRC's production, disclosure, inspection, and copying of such proposal and Contract, or any part thereof, except those parts asserted to be exempt under Chapter 119, Florida Statutes. A Respondent's proposal, upon submission, and the contract shall be the property of the SSRC except those parts asserted to be exempt in the manner set forth below, and the SSRC, in its sole discretion, shall have the right to use, reproduce, and disseminate the proposal and Contract. The SSRC reserves the right to use any and all information contained in a Respondent's proposal.

Any proposal content submitted to SSRC which is asserted to be exempt under Chapter 119, Florida Statutes, shall be set forth on a page or pages separate from the rest of the proposal, and clearly marked "exempt," "confidential," or "trade secret" (as applicable), with the statutory basis

for such claim of exemption, confidentiality, or trade secret specifically identified in writing on each and every such page. Failure to segregate and so identify any such content shall constitute a waiver of any claimed exemption, confidentiality, or trade secret as applied to the portion of the proposal or other document in which the content is set forth.

B.10 Public Records

Any material submitted by a Respondent will become a public record pursuant to Chapter 119, Florida Statutes, thirty (30) days after the SSRC receives final proposals or when the notice of intended award is posted, whichever occurs first. Any claim of confidentiality is waived upon submission, unless addressed as set forth in Section B.9 above.

B.11 Description of Commodity Being Procured:

The Southwood Shared Resource Center (SSRC) is requesting proposals for Oracle License and Maintenance Procurement Consolidation. All proposed Responses shall include all items detailed in Attachment D1 of this solicitation.

B.12 Number of Awards:

The SSRC anticipates the issuance of one MyFlorida MarketPlace Purchase Order as a result of this solicitation. The SSRC, at its sole discretion, shall make this determination. The SSRC also reserves the right to cancel this solicitation without contract award as necessary.

B.13 Type of Contract Contemplated:

The SSRC expects to issue a fixed-price purchase order for the execution of this project. However, the SSRC reserves the right to award another type purchase order if such will be most advantageous to the SSRC and the State of Florida, price and other factors considered.

**Separate Vendor (Two-party) agreements, supplemental contract documents, etc. will not be executed by the SSRC as part of this procurement. This includes any document generated by the Vendor which requires the signature of the SSRC.**

B.14 Period of Service:

The period of service shall begin upon issuance of a MyFlorida MarketPlace purchase order and is anticipated to remain in effect until June 30, 2015. The SSRC reserves the right to renew any and all purchase orders resulting from this solicitation. Renewal shall be subject to the terms and conditions set forth in the existing contract and shall be limited to a period that may not exceed three (3) years or the term of the original contract, whichever period is longer. Renewal shall be based upon satisfactory performance by the Vendor and the availability of funding.

B.15 Offer Acceptance Period:

The SSRC expects to issue the purchase order(s) as soon as possible after the announcement of the award. The SSRC has the discretion to terminate negotiations with any Vendor if agreement is not reached within thirty (30) days of announcement of an award.

B.16 Laws and Permits:

The selected Vendor must comply with all local, state, and federal laws, rules, regulations, and codes whenever work is being performed under the contract. All permits and licenses required for the selected Vendor's company operations under the contract must be obtained by the selected Vendor and maintained for the duration of the contract. The SSRC will not pay for the cost of licenses or permits required by the selected Vendor for company operations.

B.17 Disclosures:

Information will be disclosed to respondents in accordance with State statutes and rules applicable to this solicitation after evaluations are complete.

B.18 Insurance (This section supersedes Attachment A, PUR1000, Condition #34, Insurance Requirements):

The Vendor selected under this RFP shall maintain, during the life of the contract, Workers' Compensation Insurance for all of its employees connected with the contract. Such insurance shall comply fully with the Florida Workers' Compensation Law. In case any class of employee engaged in hazardous work under the contract is not protected under the Workers' Compensation statute, the selected Vendor shall provide adequate insurance, satisfactory to the SSRC, for the protection of its employees not otherwise protected.

The Vendor selected under this RFP shall maintain during the life of the contract, comprehensive general liability coverage with limits of not less than \$100,000 per occurrence and \$300,000 general aggregate for bodily injury and property damage; and comprehensive automobile liability coverage with limits of not less than \$300,000 combined single limit.

The selected Vendors' certificate of insurance shall contain a provision that the insurance will not be canceled or modified for any reason except after thirty (30) days written notice to the SSRC Procurement Administrator, with the exception of ten (10) days' notice for non-payment of premium by the insured.

**The selected Vendor shall be required to submit insurance certificates evidencing such insurance coverage prior to the execution of a purchase order with the SSRC. Insurance certificates shall list the SSRC as an additional insured and identify the SSRC contract number.**

B.19 Subcontracting:

Subcontracting is allowed under this solicitation. The selected Vendor may work with third-party Vendors to provide some of the functionality.

**B.20 Limitation of Liability (This section supersedes Attachment A, PUR1000, Condition #20, Limitation of Liability):**

Attachment A, PUR1000, Condition #21, Limitation of Liability is deleted in its entirety. Liability will not be limited in any contract(s) resulting from this solicitation.

**B.21 Conflict of Interest:**

The respondent covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services required to be performed under the contract.

**B.22 Vendor Registration:**

Prior to entering into a contract with the SSRC, the selected Vendor **MUST** be registered with the Florida Department of Management Services (DMS) MyFlorida MarketPlace (MFMP) Vendor Registration System. Information about the registration process is available, and registration may be completed, at the MyFlorida MarketPlace website (link available under BUSINESS at [www.myflorida.com](http://www.myflorida.com)). Prospective Vendors who do not have internet access may request assistance from MyFlorida MarketPlace Customer Service at 866-352-3776 or from the State Purchasing Office, 4050 Esplanade Drive, Suite 300, Tallahassee, Florida 32399.

**B.23 Employment Eligibility Verification (E-Verify)**

The Selected Vendor Agrees that it will enroll and participate in the federal E-VERIFY Program for Employment Verification under the terms provided in the "Memorandum of Understanding" governing the program. The Selected Vendor further agrees to provide to the SSRC, within thirty (30) days of the effective date of the purchase order, documentation of such enrollment in the form of a copy of the E-Verify "Edit Company Profile" screen, which contains proof of enrollment in the E-Verify Program (this page can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).

The Selected Vendor Further Agrees that it will require each subcontractor that performs work under the purchase order to enroll and participate in the E-Verify Program within thirty days of the effective date of the purchase order or within thirty (30) days of the effective date of the contract between the Vendor and the subcontractor, whichever is later. The Selected Vendor shall obtain from the subcontractor(s) a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available to the SSRC upon request.

The Selected Vendor Further Agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as

provided above, and to make such records available to the SSRC or other authorized state entity consistent with the terms of the Memorandum of Understanding.

Compliance with the terms of this Employment Eligibility Verification provision is made an express condition of the purchase order and the Department may treat a failure to comply as a material breach of the Contract.

B.24 Florida Department of State Registration Requirements:

All entities defined under Chapter 865, 607, 608, 617, 620 or 621, Florida Statutes, seeking to do business with the Florida Southwood Shared Resource Center (SSRC) shall, prior to execution of a contract, be appropriately registered with the Florida Department of State.

B.25 Elaborate Responses:

It is not necessary to prepare the response using elaborate brochures and art work, expensive paper and bindings, or other expensive visual presentation aids. The response shall be prepared in accordance with the instructions herein.

B.26 General Instructions for Preparation of the Response:

The instructions for this RFP have been designed to help insure that all responses are reviewed and evaluated in a consistent manner, as well as to minimize costs and response time. **ANY AND ALL INFORMATION SUBMITTED IN VARIANCE WITH THESE INSTRUCTIONS WILL NOT BE REVIEWED OR EVALUATED.**

It is incumbent upon the Vendor to ensure that proposals submitted fully detail the Vendor Response, address fully all required licenses / supporting maintenance, and are clear and straight-forward. SSRC is entitled to a measure of finality in these proposals. The proposal submitted shall be evaluated by the State, and failure to provide sufficiently-detailed response may impact evaluator scoring and/or further consideration.

The response shall consist of the following parts:

**A. Acknowledgement Form:**

The SSRC Solicitation Acknowledgement Form (original copy provided in solicitation package as Attachment A) shall be completed as instructed and included within the response. If a respondent fails to submit a completed Acknowledgement Form with their response, the SSRC reserves the right to contact the Vendor by telephone for submission of this document via follow-up email or telephone contact. This right shall be exercised when the response has met all other requirements of the solicitation.

\*\*The Vendor shall sign a copy of each addendum issued for this solicitation and include copies of those signed addenda within this Part A, Acknowledgement Form/Signed Copies of Addenda Issued.

**In the event that respondents submit a response as a joint venture, each member of the joint venture must complete and sign a separate Acknowledgement Form.**

## **B. Technical Response:**

The technical response package shall be prepared by each respondent utilizing 8.5" x 11" paper and should be duplexed (printing on front and back) as appropriate. **For those sections where a page limit is specified, the respondent shall limit the number of pages in that section of the technical response package to no more than the page limits specified.** Any photographs, maps, diagrams, charts, or other non-text material which provide information about the respondent will be included in the page limitation of that section of the Response Package.

**If the specified page limit for a particular section is exceeded, the extra pages for that section will not be reviewed. Pages not used for a particular section cannot be added to the page allowance for another section.**

Respondents shall prepare their Technical Response Package in the order outlined below for ease of identification and review by the evaluators. However, in no event shall the respondent use the tab pages to present additional information. **Tab pages which present information shall be counted in the page limit for that section.**

The Technical Response Package shall contain the following tabs/sections:

### 1. Executive Summary (Limited to no more than 3 pages)

The Executive Summary shall **briefly** describe:

- a. the respondent's overall understanding and approach to meet SSRC's stated Oracle License Procurement Consolidation effort requirements;
- b. key advantages of the respondent's Solution or value added to SSRC.

Respondents shall identify within the executive summary any Oracle Licensing Procurement Consolidation products covered by this solicitation that they are currently authorized to furnish under **any** State of Florida State Term Contract or Federal Contract.

Respondent must include within the Executive Summary a statement certifying that Respondent is authorized by Oracle Corporation (supplier) as a reseller of Oracle products. Respondent also must include a statement certifying that Respondent is authorized by Oracle Corporation (supplier) to provide the discounts and pricing detailed within its Proposal.

2. Past Performance (Must use pages provided as Attachment E)

In the space provided on Attachment E, the respondent must list all names under which it has operated during the last five (5) years. The SSRC will review its records to identify all contracts that the respondent has undertaken with the SSRC, where the respondent was the prime Vendor, during the last five (5) years (contracts in effect during or after May, 2009).

In the spaces provided on Attachment E, the respondent must provide the required information for a minimum of three (3) separate and verifiable clients. The clients listed must be for the provision of Oracle licensing/maintenance similar in nature to that specified in this solicitation. Confidential clients shall not be included, nor shall clients which are based outside of the U.S be included. **Do not list SSRC as a reference on this form.**

The same client may not be listed for more than one (1) reference (for example, if the respondent has completed a project for the Florida Department of Transportation – District One and one project for the Florida Department of Transportation – District Two, only one of the projects may be listed because the client, the Florida Department of Transportation, is the same).

Clients that the respondent has provided having any affiliation with the respondent (i.e., under common ownership, having common directors, officers or agents, or sharing profits or liabilities) may not be used as Past Performance references under this solicitation. Also, clients that the respondent has listed as subcontractors in their response may not be used as Past Performance references under this solicitation.

In the event that the respondent has had a name change since the time work was performed for a listed reference, the name under which the respondent operated at the time that the Solution for the reference was provided must be given, at the end of the project description for that reference, on Attachment E.

In the event that respondents submit a response as a joint venture, at least one (1) past performance client must be listed for each member of the joint venture. However, the total minimum number of clients to be listed remains three (3).

References should be available to be contacted during normal working hours. The SSRC will choose, at its own discretion, two (2) of the respondent's references to contact in order to complete an evaluation questionnaire as provided as Attachment F. In the event that the respondent has provided similar Oracle licensure/support for the SSRC within the timeframe specified above, the SSRC may attempt to contact one SSRC and one non-SSRC reference. In the event that the respondent has not provided similar Oracle licensure/support for the SSRC within the timeframe specified above, the SSRC

shall attempt to contact two (2) non-SSRC references. The total number of clients who will be contacted to complete an evaluation for any response shall be two (2).

The SSRC will attempt to contact each selected reference by phone or email up to four (4) times. In the event that the contact person cannot be reached following the specified number of attempts, the respondent shall receive a score of zero (0) for that reference evaluation. The SSRC **will not** attempt to correct incorrectly-supplied information.

**Failure to provide the required information for a minimum of three (3) separate and verifiable clients in the spaces provided on Attachment E or failure to provide the required information for each reference shall result in the respondent receiving a score of zero (0) for that Past Performance section of the evaluation criteria. References can-not be provided after the fact.**

**Failure of the respondent to provide any of the information required in this portion of the technical response package shall result in a score of zero (0) for that element of the evaluations.**

### C. Cost/Price:

The Vendor shall provide a complete quote in Attachment D.1 for the provision of this Oracle Procurement Consolidation proposed within their response, to include itemized **total cost(s) for each product** to meet all requirements identified in this solicitation. Vendor's quote must include all things necessary to fully provide the required Oracle license purchase consolidation and relevant support as described in this solicitation and the respondent's response. The total cost per item shall be provided, broken out fully. Costs proposed shall be valid for up to a three year contract.

## B.27 Evaluation Criteria

### A. General

1. The SSRC reserves the right to accept or reject any or all proposals received and reserves the right to make an award **without further discussion of the responses submitted**. Therefore, responses should be submitted initially in the most favorable manner.
2. A non-responsive proposal shall include, but not be limited to, those that: a) are irregular or are not in conformance with the requirements and instructions contained herein; b) fail to utilize or complete prescribed forms; or c) have improper or undated signatures. **A NON-RESPONSIVE PROPOSAL WILL NOT BE CONSIDERED.**

### **Mandatory Checklist**

Responses received on time will be reviewed for meeting mandatory requirements. A response meeting all of the mandatory requirements will progress on to the next phase



of the evaluation. Responses failing to meet one or more of the mandatory requirements will not be evaluated further or considered for final award. The mandatory requirements are as follows:

- Was cost information included fully as required?
  - Did the proposal include all required tabs/parts/sections/attachments?
  - Was the proposal received by SSRC in accordance with the designated submission date and time as required?
  - Is Vendor authorized by Oracle (supplier) as a reseller of its (Oracle's) products?
  - Is Vendor authorized by Oracle (supplier) to provide the discounts and pricing detailed within Vendor proposal?
3. The SSRC may waive minor informalities or irregularities in the proposals received where such are merely a matter of form and not substance, and the corrections of which **ARE NOT PREJUDICIAL** to other respondents.
  4. In determining Vendor responsibility, the SSRC may consider any information or evidence which comes to its attention and which reflects upon a Vendor's capability to fully perform the contract requirements and/or the Vendor's demonstration of the level of integrity and reliability which the agency determines to be required to assure performance of the Contract.

B. Scoring

Each proposal response will be reviewed by SSRC using the evaluation criteria contained in Attachment F, to include past performance and cost evaluation. An SSRC representative may contact references via telephone/email to obtain the past performance reviews. The scores for the past performance reviews and the cost evaluation shall be incorporated into an overall evaluation worksheet for calculation of the total numerical rating. The Procurement Administrator will use the total point scores to convert to rank and then calculate an average rank for each proposal. The Procurement Administrator shall present the average rankings to the SSRC Executive Director or his designee, who will determine the recommended contract award or the short-list of firms recommended for participation in oral discussions.

For example:

<u>Firm</u>	<u>Raw Points Received</u>	<u>Rank</u>
Company A	200	2
Company B	210	1
Company C	180	3.5*
Company D	175	5
Company E	180	3.5*

In the event that multiple firms have the same raw point score, the rank positions for these firms are averaged and each firm receives that rank. In this case the third and fourth ranks are tied so  $3 + 4 = 7$ ;  $7$  divided by  $2 = 3.5$ . Each firm receives a rank of 3.5.

**B.28 Terms and Conditions (This section supersedes Attachment A, PUR1001, Instruction #4, Terms and Conditions):**

All responses are subject to the terms of the following sections of this solicitation, which, in case of conflict, shall have the order of precedence listed:

- General Instructions for Preparation and Submission of Proposals for Oracle Licensing Procurement Consolidation (Attachment B);
- Specifications (Attachment D.1);
- General Instructions to Respondents ( State of Florida DMS PUR1001); and,
- General Conditions (State of Florida DMS PUR1000).

The SSRC objects to and shall not consider any additional terms or conditions submitted by a respondent, including any appearing in documents attached as part of a respondent's response. In submitting its response, a respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect.

**Note:** Any requirement of this solicitation which indicates the consequence of any noncompliance shall be strictly enforced. GSA terms and conditions will be considered prior to finalization of contract award.

## ATTACHMENT C

### SPECIFICATIONS

#### C.1 Overview:

The Southwood Shared Resource Center (SSRC) was created and identified as the State of Florida's first primary data center per Senate Bill 1892 (Section 282.205, Florida Statutes) effective July 1, 2008. This shared-use facility provides enterprise technology services for the support of state agencies and other governmental entities which serve Florida's citizens.

The SSRC currently maintains multiple contracts with multiple vendors for the purpose of maintaining Oracle Licensing. The SSRC seeks to consolidate these Oracle Licenses through a single vendor, to reduce costs.

#### C.2 Background:

Currently, the Southwood Shared Resource Center is one of the State of Florida's three primary data centers, responsible for the consolidation of hundreds of disparate hardware, network, and application systems from numerous State agencies. Oracle licensing is currently procured via fourteen (6) different purchase order contracts.

#### C.3 Specifications:

The Southwood Shared Resource Center (SSRC) seeks to consolidate the procurement of all Oracle Licensing through a single authorized Oracle distributor. This procurement shall not include an actual consolidation of CSI licensing.

#### C.4 Vendor Authority:

The Vendor must attest that Vendor is authorized by Oracle Corporation (supplier) to provide the discounts and pricing detailed within Vendor's proposal response to this SSRC RFP. Vendor must also attest that Vendor is authorized by Oracle Corporation (supplier) as a reseller of Oracle products. These two attestations must be included within Vendor's Executive Summary in RFP response.

**ATTACHMENT D.1  
ORACLE LICENSES REQUIRED**

**Note:** Failure to meet criteria defined in mandatory items (see B.27 *Mandatory Checklist*) shall result in the response being deemed non-responsive, and therefore, rejected. An excel version of this Attachment D.1 shall be available for Vendor use upon request to the Procurement Officer.

The Vendor shall provide a complete cost proposal for the ORACLE LICENSING PROCUREMENT CONSOLIDATION as detailed within its Vendor response submitted. This cost proposal shall identify the FULL First-Year (Year One) COST per product, identifying any discounts available for consideration.

SSRC also requests optional Year Two (2) pricing information per product for the purpose of potential Fiscal Year 2015/2016 contract renewal.

Item #	Description	CSI #	Quantity	Unit Cost	Discount or other information	Total Year One Cost	Optional Year Two Cost
1	Advanced Security Perpetual – Named User Plus	19004571	100				
2	Advanced Security Perpetual – Named User Plus: Update Rights and Product Technical Support – One Year	19004571	100				
3	Data Masking – Named User Plus	19004571	100				
4	Data Masking – Named User Plus: Update Rights and Product Technical Support – One Year	19004571	100				
5	Support Renewal – Core Technology Database EE-CSI	3643229	500				
6	Support Renewal – Core Technology Database EE-CSI	3643229	4				

7	Support Renewal – Core Technology Partitioning – CSI	3190215	200				
8	Support Renewal – Core Technology Oracle8 EE-CSI	3190215	460				
9	Support Renewal – Fusion Middleware Designer/2000 2.1.2-CSI	2476697	17				
10	Support Renewal – Fusion Middleware PLUS V8.0-CSI	2476697	9				
11	Support Renewal – Fusion Middleware Procedure BDR 2.0- CSI	2476697	15				
12	Support Renewal – Core Technology PAR SVR Option 8.0- CSI	2476696	120				
13	Support Renewal – Core Technology Server EE 8 8.0-CSI	2476696	120				
14	Support Renewal – Fusion Middleware Procedure Builder V1.5-CSI	2476695	15				
15	Support Renewal – Fusion Middleware PLUS 3.3.4-CSI	2476695	9				
16	Support Renewal – Fusion Middleware Developer REL 1.3 *3.5" Disk Only-CSI	2476695	1				
17	Support Renewal – Core Technology Server EE 8.0-CSI	2476694	38				
18	Support Renewal – Fusion Middleware PLUS 8.0-CIS	2476694	9				
19	Support Renewal – Fusion Middleware PLUS 8.0-CSI	2476696	9				
20	Support Renewal – Fusion Middleware	2476697	3				

	Programmer/2000 V8.0-CSI						
21	Support Renewal – Fusion Middleware Programmer/2000 8.0-CSI	2476696	3				
22	Support Renewal – Core Technology Parallel Server Option 8.0-CSI	2476694	120				
23	Support Renewal – Core Technology Parallel Server Option 8.0-CSI	2476693	120				
24	Support Renewal – Core Technology Server EE 8.0-CSI	1731320	15				
25	Support Renewal – Core Technology Server EE 8.0-CSI	1731317	15				
26	Support Renewal – Core Technology Server EE 8.0-CSI	2476694	120				
27	Support Renewal – Fusion Middleware Programmer/2000 8.0-CSI	2476694	3				
28	Support Renewal – Fusion Middleware Designer/2000 REL 1.3-CSI	2476695	17				
29	Support Renewal – Fusion Middleware Procedure Builder 1.5-CSI	2476693	15				
30	Support Renewal – Core Technology Server EE 8.0-CSI	1731320	250				
31	Support Renewal – Core Technology Netbundle V7.3.3.0.0-CSI	1731324	250				
32	Support Renewal – Core Technology Netbundle V7.3.3.0.0-CSI	1731325	250				

33	Support Renewal – Core Technology Netbundle V7.3.3.0.0-CSI	1731326	250				
34	Support Renewal – Fusion Middleware Designer/2000 2.1.2-CSI	2476696	17				
35	Support Renewal – Core Technology Server EE 8.0-CSI	2476693	38				
36	Support Renewal – Fusion Middleware Developer 1.6-CSI	2476696	1				
37	Support Renewal – Fusion Middleware Procedure Bldr 2.0- CSI	2476696	15				
38	Support Renewal – Fusion Middleware Developer 2.0-CSI	2476696	1				
39	Support Renewal – Core Technology Server EE 8 8.0-CSI	2476696	38				
40	Support Renewal – Fusion Middleware Programmer/2000 8.0-CSI	2476693	3				
41	Support Renewal – Fusion Middleware PLUS 8.0-CSI	2476693	9				
42	Support Renewal – Core Technology Server EE 8.0-CSI	2476693	120				
43	Support Renewal – Core Technology Server EE 8.0-CSI	1731317	250				
44	Support Renewal – Fusion Middleware Developer 2.0-CSI	2476697	1				
45	Support Renewal – Core Technology Procedure Builder 2.0 HP-UX 11.0 CSI	2476694	15				
46	Support Renewal – Core Technology	2476694	1				

	Developer 2.1 HP 11.0 CSI						
47	Renew – Out Year Maintenance – Internet Developer Suite – Named User Plus Perpetual – CSI	13606740	2				
48	Renew – Out Year Maintenance - Internet Application Server Enterprise Edition – Processor Perpetual – CSI	13606740	2				
49	Renew – Out Year Maintenance – Oracle Database Enterprise Edition – Processor Perpetual – CSI	13606740	2				
50	Renew – Out Year Maintenance – Internet Developer Suite – Named User Perpetual – CSI	3441369	1				
51	Renew – Out Year Maintenance – Internet Application Server Enterprise Edition – Named User Perpetual – CSI	3441369	10				
52	Renew – Out Year Maintenance – Oracle Database Enterprise Edition – Named User Perpetual – CSI	3441361	40				
53	Renew – Out Year Maintenance – Internet Developer Suite – Named User Perpetual – CSI	3441369	1				
54	Renew – Out Year Maintenance – Tuning Pack – Named User Perpetual – CSI	3441361	40				



55	Renew – Out Year Maintenance – Internet Application Server Enterprise Edition – Named User Perpetual – CSI	3441369	30				
56	Renew – Out Year Maintenance – Diagnostics Pack – Named User Perpetual – CSI	3441361	40				
57	Support Renewal – Core Technology Oracle Database Enterprise Edition Processor Perpetual – CSI	14036234	4				
58	Partitioning Processor Perpetual – CSI	18176604	2				
59	Support Renewal – Core Technology – Oracle Database EE Named User SR#2402571 – CSI	14884182	100				
60	Support Renewal – Applications – IAS EE Processor Perpetual – CSI	3886380	2				
61	Support Renewal – Core Technology Oracle 8i EE Concurrent Device – CSI	2658980	8				
62	Support Renewal – Applications – Application Server EE Concurrent Device – CSI	2658980	50				
63	Support Renewal – Applications – Application Server Concurrent Device – CSI	2658980	50				
64	Support Renewal – Core Technology –	2658980	50				

	Oracle 8i EE Concurrent Device – CSI						
65	Support Renewal – Applications – Oracle Developer – CSI	2658980	2				
66	Support Renewal – Core Technology – Oracle 8i EE Concurrent Device – CSI	2658980	8				
67	Support Renewal – Core Technology – Oracle 8i EE Concurrent Device – CSI	2658980	50				
68	Support Renewal – Core Technology – Oracle 8i EE Concurrent Device – CSI	2658980	50				
69	Support Renewal – Applications – Application Server EE Concurrent Device – CSI	2658980	50				
70	Support Renewal – Core Technology – Oracle Database EE Processor Perpetual – CSI	3886380	4				
71	Support Renewal – Applications – Internet Application Server EE Processor Perpetual – CSI	15878175	4				
72	Support Renewal – Core Technology – Diagnostics Pack for Oracle Middleware Processor Perpetual – CSI	15878175	4				
73	Renew – Out Year Maintenance – Oracle Database	3423380	5				

	Enterprise Edition – Processor Perpetual – CSI						
74	Renew – Out Year Maintenance – Oracle Database Lite – Named User Perpetual – CSI	3423380	5				
75	Renew – Out Year Maintenance – Diagnostics Pack – Processor Perpetual – CSI	3423380	5				
76	Renew – Out Year Maintenance – Advanced Security – Processor Perpetual – CSI	3423380	5				
77	Renew – Out Year Maintenance – Tuning Pack – Processor Perpetual – CSI	3423380	5				
78	Renew – Out Year Maintenance – Internet Developer Suite – Named User Perpetual – CSI	3423380	5				
79	Renew – Out Year Maintenance – Internet Application Server Enterprise Edition – Processor Perpetual – CSI	3423380	3				
80	Renew – Out Year Maintenance – Internet Application Server Enterprise Edition – Processor Perpetual – CSI	3288766	1				
81	Renew – Out Year Maintenance – Server EE 8 8.0 – CSI	2524455	150				
82	Renew – Out Year Maintenance – Server EE 8 8.0 – CSI	2524455	8				

83	Renew – Out Year Maintenance – Developer 2.0 – CSI	2524456	1				
84	Renew – Out Year Maintenance – Oracle Server V8 8.0 – CSI	2524455	150				
85	Renew – Out Year Maintenance – Configuration Management Pack for Oracle Middleware – Processor Perpetual – CSI	15454528	4				
86	Renew – Out Year Maintenance – Oracle Database Enterprise Edition – Processor Perpetual – CSI	15454528	1				
87	Renew – Out Year Maintenance – Internet Application Server Standard Edition – Processor Perpetual – CSI	14896191	2				
88	Renew – Out Year Maintenance – Internet Application Server Enterprise Edition – Processor Perpetual – CSI	14896191	1				
89	Renew – Out Year Maintenance – Oracle Database Standard Edition – Processor Perpetual – CSI	14454145	2				
90	Renew – Out Year Maintenance – Diagnostics Pack for Internet Application Server – Processor Perpetual – CSI	15454528	4				

91	Renew – Out Year Maintenance – Configuration Management Pack – Processor Perpetual – CSI	15454528	4				
92	Renew – Out Year Maintenance – Diagnostics Pack – Processor Perpetual – CSI	15454528	1				
93	Renew – Out Year Maintenance – Tuning Pack – Processor Perpetual – CSI	15454528	1				
94	Renew – Out Year Maintenance – Change Management Pack – Processor Perpetual – CSI	15454528	1				
95	Renew – Out Year Maintenance – Internet Application Server Enterprise Edition – Processor Perpetual – CSI	15454528	1				
96	Renew – Out Year Maintenance – Internet Developer Suite – Named User Plus Perpetual – CSI	14822724	3				
97	Renew – Out Year Maintenance – Tuning Pack Processor Perpetual – CSI	3301792	5				
98	Renew – Out Year Maintenance – Oracle Database Enterprise Edition Processor Perpetual – CSI	3301792	5				
99	Renew – Out Year Maintenance –	3301792	2				

	Oracle Database Standard Edition Processor Perpetual – CSI						
100	Renew – Out Year Maintenance – Oracle Financials Application User Perpetual – CSI	15914726	12				
101	Renew – Out Year Maintenance – Internet Application Server Enterprise Edition Processor Perpetual – CSI	3301792	26				
102	Renew – Out Year Maintenance – Oracle Database Enterprise Edition Processor Perpetual – CSI	3301792	21				
103	Renew – Out Year Maintenance – Diagnostics Pack – Processor – Perpetual – CSI	3301792	5				
104	Renew – Out Year Maintenance – Internet Application Server Enterprise Edition Processor Perpetual – CSI	15487611	2				
105	Renew – Out Year Maintenance – Tuning Pack Named User Plus Perpetual – CSI	18069709	150				
106	Renew – Out Year Maintenance – Diagnostics Pack Named User Plus Perpetual – CSI	18069709	150				
107	Renew – Out Year Maintenance – Diagnostics Pack Processor Perpetual	18069709	10				

	– CSI						
108	Renew – Out Year Maintenance – Tuning Pack Processor Perpetual – CSI	18069709	10				
109	Renew – Out Year Maintenance – Oracle Database Enterprise Edition Named User Plus Perpetual – CSI	18069709	18				
110	Renew – Out Year Maintenance – Diagnostics Pack Processor Perpetual – CSI	18069709	4				
111	Oracle Database Enterprise Edition Named User Plus Perpetual – CSI	14463057	35				
112	Internet Application Server Enterprise Edition Processor Perpetual – CSI	14463057	1				
113	Oracle Database Enterprise Edition Processor Perpetual – CSI	14463057	1				
114	Internet Application Server Enterprise Edition Processor Perpetual – CSI	14463057	1				
115	Oracle Database Enterprise Edition Processor Perpetual – CSI	14463057	1				
116	Internet Application Server Enterprise Edition Named User Plus Perpetual – CSI	14463057	30				
117	Renew – Out Year Maintenance – Internet Application Server Enterprise	15985499	2				

	Edition – Processor Perpetual – CSI						
118	Renew – Out Year Maintenance – Oracle Database Enterprise Edition – Processor Perpetual – CSI	16083244	5				
119	Renew – Out Year Maintenance – Tuning Pack – Processor Perpetual – CSI	16083244	5				
120	Renew – Out Year Maintenance – Change Management Pack – Processor Perpetual – CSI	16083244	5				
121	Renew – Out Year Maintenance – Diagnostics Pack – Processor Perpetual – CSI	16083244	5				
122	Oracle Internet Application Server Enterprise Edition – Perpetual – Named User Plus – CSI	18842951	10				
123	Oracle Internet Application Server Enterprise Edition – Perpetual – Named User Plus: Software Update License & Support – CSI	18842951	10				
124	Oracle Database Enterprise Edition – Perpetual – Named User Plus – CSI	18842951	59				
125	Oracle Database Enterprise Edition – Perpetual – Named User Plus: Software Update	18842951	59				



	License & Support – CSI						
126	Advanced Compression – Perpetual – Named User Plus – CSI	18842951	100				
127	Advanced Compression – Perpetual – Named User Plus: Software Update License & Support – CSI	18842951	100				
128	Advanced Compression – Perpetual - Processor	18842951	9				
129	Advanced Compression – Perpetual - Processor: Software Update License & Support – CSI	18842951	9				
130	Advanced Security Option – Perpetual – Processor – CSI	18842951	1				
131	Advanced Security Option – Perpetual – Processor: Software Update License & Support – CSI	18842951	1				
132	Tuning Pack – Perpetual – Named User Plus – CSI	18842951	25				
133	Tuning Pack – Perpetual – Named User Plus: Software Update License & Support – CSI	18842951	25				
134	Tuning Pack – Perpetual – Processor – CSI	18842951	3				

135	Tuning Pack – Perpetual – Processor: Software Update License & Support – CSI	18842951	3				
136	Configuration Management Pack – Perpetual – Processor – CSI	18842951	11				
137	Configuration Management Pack – Perpetual – Processor: Software Update License & Support – CSI	18842951	11				
138	Partitioning – Perpetual - Processor – CSI	18842951	3				
139	Partitioning – Perpetual – Processor: Software Update License & Support – CSI	18842951	3				
140	Database Enterprise Edition – Processor Perpetual	18562230	2				
141	Real Application Clusters - Processor Perpetual	18765077	1				
142	Partitioning - Named User Plus Perpetual	18765077	1				
143	Diagnostics Pack - Named User Plus Perpetual	18765077	1				
144	Oracle Active Data Guard - Processor Perpetual	18765077	1				
145	Tuning Pack – Processor Perpetual	18765077	1				
146	Partitioning – Processor Perpetual	18765077	1				

147	Diagnostics Pack – Processor Perpetual	18765077	1				
148	Oracle Database Enterprise Edition - Processor Perpetual	18765077	1				
149	Oracle Database Enterprise Edition - Named User Plus Perpetual	18765077	1				
150	Partitioning - Processor Perpetual	18069797	16				
151	Diagnostics Pack - Processor Perpetual	18069797	16				
152	Diagnostics Pack - Named User Plus Perpetual	18069797	350				
153	Diagnostics Pack - Named User Plus Perpetual	18069797	200				
154	Partitioning - Named User Plus Perpetual	18069797	350				
155	Diagnostics Pack - Processor Perpetual	18069797	6				
156	Oracle Database Enterprise Edition - Update Rights and Product Technical Support - Processor	19329685	9				
157	Oracle Tuning Pack - Update Rights and Product Technical Support - Processor	19329685	9				
158	Oracle Diagnostics Pack - Update Rights and Product Technical Support - Processor	19329685	9				
159	Oracle Real Application Clusters - Update Rights and Product Technical Support - Processor	19329685	4				

160	Oracle Database Enterprise Edition - Update Rights and Product Technical Support – Named User Plus	19329685	100				
161	Oracle Tuning Pack - Update Rights and Product Technical Support – Named User Plus	19329685	100				
162	Oracle Diagnostics Pack - Update Rights and Product Technical Support – Named User Plus	19329685	100				

## ATTACHMENT E

### CLIENT REFERENCE FORM

In the spaces provided below, the respondent shall list all names under which it has operated during the past five (5) years.

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On the following pages, the respondent must provide the required information for a minimum of three (3) separate and verifiable clients. Information on each client must be provided on this Attachment. Any information not submitted on this attachment shall not be considered. All clients listed must be for the provision of software similar to that described in this solicitation. **Confidential clients shall not be included, nor shall clients be included which are located outside of the United States of America.** Any additional references listed, over the minimum of three required, will be considered in determining if the respondent has satisfied the requirements for the three references as set out herein.

The same client may not be listed for more than one (1) reference (for example, if the respondent has completed one project for the Florida Department of Transportation - District One and one project for the Florida Department of Transportation - District Two, only one of the projects may be listed because the client, the Florida Department of Transportation, is the same).

Clients that the respondent has provided having any affiliation with the respondent (i.e. under common ownership, having common directors, officers or agents, or sharing profits or liabilities) may not be used as Past Performance references under this solicitation. Also, clients that the respondent has listed as subcontractors in their response may not be used as Past Performance references under this solicitation.

In the event that the respondent has had a name change since the time work was performed for a listed reference, the name under which the respondent operated at the time that the work was performed must be given at the end of the project description for that reference.

In the event that respondents submit a response as a joint venture, at least one (1) past performance reference client must be listed for each member of the joint venture. However, the total minimum number of clients to be listed remains three (3).

**Client #1**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
: \_\_\_\_\_  
\_\_\_\_\_

Contact Telephone Email  
Person: \_\_\_\_\_ Number: \_\_\_\_\_ Address: \_\_\_\_\_

Project Dates (when  
work was t  
performed): \_\_\_\_\_ o \_\_\_\_\_

**Dates should be in mm/yyyy format.**

Specific Location of  
Project: \_\_\_\_\_

Brief description of the services performed/products provided which are similar or equivalent to the requirements of this RFP:

**Client #2**

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Contact Telephone Email  
Person: \_\_\_\_\_ Number: \_\_\_\_\_ Address: \_\_\_\_\_

Project Dates (when work was performed): \_\_\_\_\_ to \_\_\_\_\_

**Dates should be in mm/yyyy format.**

Specific Location of Project: \_\_\_\_\_

Brief description of the services performed/ products provided which are similar or equivalent to the requirements of this RFP:

**Client #3**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Contact Telephone Email  
Person: \_\_\_\_\_ Number: \_\_\_\_\_ Address: \_\_\_\_\_

Project Dates (when work was performed): \_\_\_\_\_ to \_\_\_\_\_

**Dates should be in mm/yyyy format.**

Specific Location of Project: \_\_\_\_\_

Brief description of the services performed/products provided which are similar or equivalent to the requirements of this RFP:



## ATTACHMENT F

### EVALUATION CRITERIA

	Maximum Raw Score Possible	Evaluated Score	X	Weight Factor	=	Max Pts Possible	Evaluation Score
I. Acknowledgement Form							
II. Technical Response							
A. Executive Summary							
B. Cost or Price							
1. Cost Table I -							
• Total Cost	1000		X	1	=	1000	
C. Past Performance	150		X	1	=	150	
<b>Total Numerical Rating</b>						<b>1150</b>	

**Notes:**

1 Evaluation points awarded for these components will be based on the following point structure:

Score

- 0 = This element of the evaluation criteria was **not addressed**.
- 1 = This element of the evaluation criteria is **unsatisfactory**.
- 2 = This element of the evaluation criteria is **below average**.
- 3 = This element of the evaluation criteria is **average**.
- 4 = This element of the evaluation criteria is **above average**.
- 5 = This element of the evaluation criteria is **superior**.

2 The respondent submitting the lowest total cost (LTC) will receive the maximum evaluated score points for the cost element of the evaluation. The other respondents' evaluated scores (PB) will be based on a relative percentage of the dollar amount higher than the lowest cost or price submitted by the lowest priced respondent. The formula used to determine the points awarded is:

$$\text{Cost Points Awarded} = (\text{LTC}) / \text{Proposal Cost being Considered (PB)} \times 1$$

3 References: Past performance may be scored based on answers to a standard group of questions (see Evaluation Questionnaire) received from two (2) of the respondent's clients, including one (1) SSRC reference, if applicable. (If no SSRC reference is applicable, the second reference will then also be a non-SSRC reference.) An SSRC representative will contact references via telephone to obtain the past performance reviews. The scores for any past performance reviews shall be provided to the evaluators for inclusion on their scores sheets for calculation of the total numerical rating. The SSRC will attempt to contact the reference by phone up to a maximum of four (4) times. In the event that the contact person for the reference cannot be reached following the specified number of attempts, the respondent shall receive a score of zero (0) for this element of the evaluation. The SSRC will not attempt to correct incorrectly supplied information.

4 Failure of the respondent to provide any of the information required in the technical response portion of the proposal shall result in a score of zero (0) for that element of the evaluation, with the exception of the mandatory items listed in B.28 *Mandatory Checklist* and the cost/price, which shall result in the response being deemed non-responsive and rejected.

**Evaluation Questionnaire for Past Performance**

Vendor's Name:		Reference Company Name:	
SSRC Employee:		Contact Person:	
<b>SSRC-201405.1 ORA Oracle Licensing Procurement Consolidation</b>		Date:	

Number	Reference Inquiry	Score
1..	Did the procurement include Oracle licensing and support? Yes = 5 points; No = 0 points	
2..	Did the Vendor communicate effectively? Yes = 5 points; No = 0 points	
3..	Did the Vendor deliver in a timely manner and adhere to the agreed upon scope, schedule, and budget? Yes = 5 points; No = 0 points	
4..	Did the quality of technical support meet or exceed your expectations? Yes = 5 points; No = 0 points	
5..	Were there any complications and/or delays in finalizing the contract? Yes = 0 points; No = 5 points	
6..	Were there any complications and/or delays in shipment/delivery? Yes = 0 points; No = 5 points	
7..	Would you use this Vendor again? Yes = 5 points; No = 0 points	

Reference Signature: \_\_\_\_\_ Date: \_\_\_\_\_

ATTACHMENT G

CERTIFICATION OF DRUG-FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more responses which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie responses will be followed if none of the tied Vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against the employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation, in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

\_\_\_\_\_

(Signature)

\_\_\_\_\_

(Type Name)

\_\_\_\_\_

(Firm Name)

\_\_\_\_\_

(Address)

## ATTACHMENT H

### RFP RESPONSE CHECKLIST

The respondent must submit a separate set of responses for each geographic area for which they are proposing to provide services. To ensure that your response package can be accepted, please be sure the following items are fully completed and enclosed for each set of responses:

1. \_\_\_\_\_ The SSRC Solicitation Acknowledgement Form (Attachment A in the solicitation package) must be completed and signed. If a respondent fails to submit a completed SSRC Solicitation Acknowledgement Form with their response, the SSRC reserves the right to contact the Vendor by telephone or email for submission of this document. This right shall be exercised when the response has met all other requirements of the solicitation. Did you complete the following:
  - a. Vendor Name;
  - b. Vendor Mailing Address;
  - c. City, State and Zip Code;
  - d. Phone Number and Fax Number with Area Code;
  - e. Email Address;
  - f. F.E.I.D. Number;
  - g. Type of Business Entity (Corporation, LLC, Partnership, etc.);
  - h. Sign Form (by individual authorized to bind company);
  - i. Type Name of Signatory and Title; and,
  - j. Primary and Secondary Contact Information;
  - k. **Signed copy of any addenda issued for this RFP must be attached to Acknowledgement Form.**

**In the event that respondents submit a response as a joint venture, each member of the joint venture must complete and sign a separate Acknowledgement Form.**

2. \_\_\_\_\_ Technical Response, with page limits where specified, which addresses the following subjects:
  - a. Executive Summary (3 page limit);
  - b. Technical and Functional Requirements (**must use pages provided as Attachment D.1) (45 page limit for Technical Response Tab)**;
  - c. Cost/Price (must provide complete, fully detailed D.1 quote itemizing all aspects of costs, discounts offered, etc.)
  - d. Past Performance (must use pages provided as Attachment E).

See Attachment B, Section B.26 for further information.

3. \_\_\_\_\_ The entire response must be submitted electronically via email to the SSRC Procurement Administrator in accordance with Attachment B, Sections B.5 and B.26.

**This checklist is provided merely for the convenience of the respondent and may not be relied upon in lieu of the instructions or requirements of this solicitation.**