



FLORIDA DEPARTMENT OF MANAGEMENT SERVICES

state purchasing

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Invitation to Negotiate

For

**Licensing Solutions Providers of
Microsoft Software and Services**

ITN No. 07-43230000-L

Florida Department of Management Services

ITN Issue Date: December 17, 2014

**Replies Due: February 17, 2015
2:00 p.m. Eastern Time**

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1 Introduction

The State of Florida (“State”), Department of Management Services (DMS or “Department”), invites interested vendors to submit replies to this Invitation to Negotiate (ITN) in accordance with these solicitation documents for the purchase and delivery of Microsoft software licenses, maintenance and services. The purpose of the solicitation is to establish a three year State Term Contract (STC), for use by all State of Florida agencies and Other Eligible Users (OEU) with potential options for renewals as allowed by Chapter 287, Florida Statutes. Subsection 287.012(28), Florida Statutes, defines STC as “indefinite quantity contracts competitively procured by the Department pursuant to section 287.057, Florida Statutes, available for use by Eligible Users.” Information regarding the desired Microsoft software, maintenance, and services can be found in section 5, Selection Methodology, of this solicitation document and in section 7, Statement of Work (SOW).

This solicitation will be administered using the Department’s e-sourcing tool, MyFloridaMarketPlace (MFMP). Information about submitting a reply can be found in section 3, General and Special Instructions and section 4, Vendor Submission, of this solicitation. Vendors interested in submitting a reply to this solicitation must substantially comply with all of the terms and conditions described within.

1.1 Objective

The goal is to obtain the most cost effective Microsoft software licenses, maintenance and services for the State of Florida. Responsible Vendors must have the capability to provide the Microsoft software licenses, maintenance and services in all respects in accordance with the solicitation documents and to the satisfaction of the Department.

The current Microsoft STC (252-001-09-1) has an average annual volume of \$47 million dollars for software licenses, maintenance and services provided by a Microsoft approved Licensing Solutions Provider (LSP). Sales volume is for informational purposes only and should not be construed as representing actual, guaranteed, or minimum purchase under any new STC.

1.2 Term

The initial term of the contract will be three years with up to three renewal years. The contract may be renewed for a period that will not exceed the initial contract term, at the renewal pricing or discount rate specified in the contract. The contract term is expected to begin on or about June 1, 2015.

1.3 Single Award

The Department intends to make a statewide award to one Licensing Solutions Provider (LSP). However, the Department reserves the right to award to one or multiple Responsive and Responsible Vendors, as described in section 5, or to make no award, as determined to be in the best interests of the State.

1.4 Definitions

In addition to the definitions in the PUR 1000 and 1001, the definitions listed below apply to this solicitation. In case of a conflict between the definitions listed in the PUR documents and the definitions listed below, the definitions listed below will take precedence.

1.4.1 Catalog

A Department approved list of software licenses, maintenance and services or description of services within the scope of the ITN arranged systematically with corresponding Florida Prices.

1.4.2 Contract

The agreement that results from this competitive procurement, if any, between the Department and the Responsive and Responsible Vendor(s) who provides the best value to the State of Florida. (This definition replaces the definition in the PUR 1000.)

1.4.3 Contract Administrator

The DMS Contract Administrator.

1.4.4 Contractor(s)

The responsive and responsible vendor(s) awarded a Contract pursuant to this solicitation.

1.4.5 Customer

Any Eligible User as defined in this solicitation.

1.4.6 Eligible User

As defined in subsection 287.012(11), Florida Statutes and Rule 60A-1.005, Florida Administrative Code

1.4.7 Enrollment for Education Solutions (EES)

The Microsoft Volume Licensing Enrollment for Education Solutions (EES) offering, formerly known as the Microsoft Campus Agreement, provides qualified academic customers, of all sizes, a simplified way to acquire Microsoft software and services under a single subscription agreement. The Enrollment for Education Solutions agreement provides assured coverage for desktop platform software licenses, maintenance and services through one annual count of Full-time Equivalent (FTE) employees, the ability to add additional software licenses, maintenance and services as needed, student licensing options, and Software Assurance.

1.4.8 Enterprise

The total business operations in the United States of Eligible User(s) without regard to geographic location where such operations are performed or the entity that is actually performing such operations on behalf of Eligible Users.

- 1.4.9 **Estimated Reference Price (ERP)**
The price set by Microsoft for Florida Level D (Government) and Florida Level A (Academic). Should Florida's licensing purchases move the state into a different level or different discount rate (based on State of Florida purchases) as defined by Microsoft, the ERP and Florida price is to reflect that change.
- 1.4.10 **Error Corrections**
Machine executable software code furnished by the software publisher, which corrects the software so as to conform to the applicable warranties, performance standards and/or obligations of the software publisher.
- 1.4.11 **Florida Price**
The ceiling price listed on the Vendor Price Sheet, which is calculated per this solicitation and resulting Contract that can be paid by Customers for Microsoft software licenses, maintenance, and services.
- 1.4.12 **Licensed Software**
Software transferred upon the terms and conditions set forth in the Contract. "Licensed Software" includes error corrections, upgrades, enhancements or new releases, and any deliverables due under a maintenance or service contract (e.g., patches, fixes, program temporary fix (PTF), programs, code or data conversion, or custom programming).
- 1.4.13 **Licensee**
One or more Eligible Users who acquire licensed software from Contractor by issuing a Purchase Order in accordance with the terms and conditions of the Contract; provided that, for purposes of compliance with an individual license, the term "Licensee" is to be deemed to refer separately to the individual Eligible User who took receipt of and who is executing the software licenses, maintenance and services, and who is to be solely responsible for performance and liabilities incurred. In the case of acquisitions by State Agencies, the Licensee is to be the State of Florida.
- 1.4.14 **Licensing Solutions Provider (LSP)**
Approved by Microsoft to provide licensing expertise to enable cost-effective solutions for applicable devices using both on-premises and cloud based software licenses, maintenance and services. For this solicitation, the LSP model will follow the indirect pricing and billing model such that Microsoft provides pricing to the LSP and the LSP sets the customer purchase price. The customer places orders and remits payment to the LSP. In addition to qualifying as a Microsoft LSP, LSPs have at least five years' experience providing the software licenses, maintenance and services described in this solicitation to other government entities similar in size and buying power to Florida from October 1, 2009 to the present.

- 1.4.15 **Master Business Agreement (MBA)**
The overarching agreement that is established by Microsoft with the State of Florida under which all Microsoft licensing agreements are established.
- 1.4.16 **Microsoft Cloud Solutions**
Software and platforms that are sold “as a service” and are accessed remotely through the internet. Examples of Microsoft cloud solutions include, but are not limited to, Office 365, Azure, Microsoft Dynamics, Windows Intune, and Microsoft Cloud OS.
- 1.4.17 **Microsoft Core Competencies**
Competency standards Microsoft uses to rate the capability, expertise and commitment of entities, including LSPs. Microsoft Silver competencies represent consistent capability, expertise and commitment while Gold competencies demonstrate best-in-class capability within a specific Microsoft solution area.
- 1.4.18 **Microsoft Enterprise Agreement (EA)**
Allows government organizations with more than 250 personal computers, devices and/or users to license Microsoft software and cloud services over a three-year period at the best available pricing.
- 1.4.19 **Microsoft Enterprise License**
A license grant of unlimited rights to deploy, access, use, and execute Software licenses, maintenance and services anywhere within the Enterprise up to the maximum capacity stated on the Purchase Order or in the Contract.
- 1.4.20 **Other Eligible User (OEU)**
Eligible Users who are not state agencies.
- 1.4.21 **Software licenses, maintenance and services**
A deliverable under any solicitation or contract, which may include commodities, services, and/or technology. The term “Software licenses, maintenance and services” includes Licensed Software.
- 1.4.22 **Respondent**
A vendor/company that submits a reply to this solicitation.
- 1.4.23 **Responsible Vendor**
As defined in subsection 287.012(25), Florida Statute. A vendor who has the capability, in all respects, to fully perform the Contract requirements and the integrity and reliability that will assure good faith performance.
- 1.4.24 **Responsive Vendor**
As defined in subsection 287.012(27), Florida Statute. A vendor that has submitted a reply that conforms in all material respects to the solicitation.

1.4.25 Select Plus Agreement

A single, organization-wide agreement for volume licensing that supports both centralized and decentralized purchasing of Licensed Software on an as-needed basis.

1.4.26 Software

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

1.4.27 Software Assurance (SA)

The provision of 24x7 support, deployment planning services, end-user and technical training, and the latest software releases. Software Assurance must be made available to Customers by the Contractor; however, the purchase of SA is an option.

1.4.28 State

The State of Florida.

1.4.29 State Purchasing

The division within the Department responsible for administration of this solicitation and will be responsible for day-to-day administration of the Contract.

1.4.30 Value-added Services

Non-core services offered to enhance a vendor's proposed offer. These services are to provide direct enhancement to Microsoft software licenses, maintenance and services and may or may not include a charge.

1.4.31 Vendor(s)

The entity or entities capable, authorized to provide, and in the business of providing a commodity or contractual service as described within this solicitation.

1.5 Commodity Codes

Applicable commodity codes for this solicitation are as follows:

UNSPSC Codes:

- 43230000 Software
- 43231500 Business function specific software
- 43231507 Project management software
- 43231513 Office suite software
- 43232300 Data management and query software
- 43232400 Development software

- 43232500 Educational or reference software
- 43232700 Network application software
- 43232701 Application server software
- 43232705 Internet browser software
- 43232800 Network management software
- 43232900 Networking software
- 43233004 Operating system software
- 43233400 Utility and device driver software

1.6 Special Accommodations

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

1.7 Procurement Officer

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

1.7.1 The Procurement Officer for this solicitation is:

Mina Barekat
 Associate Category Manager
 Division of State Purchasing
 Florida Department of Management Services
 4050 Esplanade Way, Suite 360, Tallahassee, FL 32399-0950
 Phone: 850-488-1985
 Email: Mina.Barekat@dms.myflorida.com

1.8 Submitting Questions

All questions regarding the content of this solicitation must be submitted in accordance with section 5 of the PUR 1001 form, which is incorporated into this solicitation by reference in section 3 of the solicitation. Instructions for submitting questions can be found in section 2.4 of this solicitation.

1.9 Limit on Contact Reminder

As a reminder, section 21 of the PUR 1001 form is incorporated into this solicitation by reference in section 3 of the solicitation, please note:

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

1.10 Supporting Documentation

All supporting documentation is to be included as part of the Respondent's reply. Failure to provide all supporting documentation may result in the rejection of the reply.

1.11 Must, Shall and Will

Although this ITN uses terms such as “must”, “shall”, and “will” and defines certain items as requirements, the Department reserves the right, in its discretion, to waive any minor irregularity, technicality, or omission if the Department determines that it is in the best interest of the State to do so. However, failure to provide requested information may result in the rejection of a reply. There is no guarantee that the Department will waive an omission or deviation, or that any Vendor with a reply containing a deviation or omission will advance to the negotiation stage of this procurement. The Department may reject any reply not submitted in the manner specified by this solicitation.

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2 The Solicitation

2.1 Governance

The solicitation is governed by Chapter 287, Florida Statutes, and Rule 60.A-1, Florida Administrative Code. The Department posts solicitations on the Vendor Bid System (VBS) to initiate the process. Replies to the solicitation from the Responsive and Responsible vendors will be evaluated against the Selection Methodology found in section 5.

The solicitation has the following statuses and phases:

2.1.1 The Solicitation Statuses

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

Generally, the Notice of Solicitation posted in VBS consists of the solicitation number and name, as well as instructions for responding to the solicitation.

Solicitations conducted in MFMP can exist in two statuses:

- Preview
- Open

2.1.2 Solicitation in Preview Status

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

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

2.1.3 Solicitation in Open Status

Once the Question and Answer Addendum is issued, a solicitation enters Open Status. When a solicitation is in Open Status, all vendors who are registered with MFMP may submit replies until the Reply Due Date listed in the Timeline of Events, subsection 2.2.

2.1.4 Phases of the ITN Process

The ITN process is divided into two phases. The Evaluation Phase involves the Department's initial evaluation of replies. During the Evaluation Phase, all responsive replies will be evaluated against the evaluation criteria set forth in this ITN to establish a competitive range of replies reasonably susceptible of award. The Department will

then select one or more Respondents within the competitive range with which to commence negotiations.

The Negotiation Phase involves negotiations with the selected Respondent(s). During the Negotiation Phase, the Department may request revised replies and/or best and final offers based on the negotiations. Following negotiations, the Department will post a notice of intended contract award, identifying the Responsive and Responsible Respondent(s) that provides the best value to the state.

2.2 Timeline of Events

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

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

Event	Time	Date
Solicitations Notification posted in the VBS Solicitation Opens in MFMP in Preview Mode		12/17/2014
Public Meeting: Pre-Reply Conference and MFMP Training Non-Mandatory for Respondents Betty Easley Conference Center 4050 Esplanade Way, room 101 Tallahassee, FL 32399	2:00 p.m.	01/09/2015
Last day to register as a new MFMP vendor and join the event before question submission deadline.	2:00 p.m.	01/16/2015
Question Submission Deadline	2:00 p.m.	01/20/2015
Anticipated Date of Questions and Answers Addendum		02/03/2015
Respondents May Begin Submitting Replies	2:00 p.m.	02/03/2015
Last day to register as a new MFMP vendor and join the event before replies are due.	2:00 p.m.	02/20/2015

Event	Time	Date
Replies Due in MFMP Sourcing	2:00 p.m.	02/24/2015
Public Meeting: Reply Opening Non-Mandatory for Respondents 4050 Esplanade Way, room 335K Tallahassee, FL 32399	2:01 p.m.	02/24/2015
Public Meeting: Evaluation Team Recommendation to Stage 2, Negotiations Non-Mandatory for Respondents 4050 Esplanade Way, room 101 Tallahassee, FL 32399	2:30 p.m.	03/11/2015
Anticipated posting of negotiation vendors		03/25/2015
Negotiation Sessions		04/01/2015 – 04/17/2015
Public Meeting: Negotiation Team Recommendation to Award Non-Mandatory for Respondents 4050 Esplanade Way, room 101 Tallahassee, FL 32399	2:00 p.m.	04/29/2015
Anticipated date to post Notice of Intent to Award.	On or about	05/13/2015
Anticipated Contract Start Date	On or about	06/01/2015

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

2.3 Public Meetings During the Solicitation

The Department may conduct Public Meetings. Members of the general public, current vendors, potential vendors, and interested persons are invited to attend any Public Meeting. Anyone attending these meetings is requested, but not obligated, to register their attendance in a means provided by the Department at the time and location of the meeting.

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

2.4 Question Submission Period

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

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

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

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

2.5 Question and Answer (Q&A) Addendum

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

2.6 Additional Addenda

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

2.7 Contract Formation

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

- Contract Cover Sheet

- Special Contract Terms and Conditions
- General Contract Conditions
- Statement of Work (SOW)
- Vendor Price Sheets
- Contract Forms
- Other Documentation (as required)

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

2.8 Reply Contents

The Respondent reply is to be organized as directed in subsection 4.4 of this solicitation. Respondents are to complete each section entirely or the Respondent may be deemed nonresponsive.

2.9 Documentation

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

2.10 Replacement or Withdrawal of Reply to a Solicitation

A vendor may replace or withdraw a submitted reply to a solicitation at any time prior to the Reply Opening listed in the Timeline of Events, subsection 2.2. See subsection 3.2 for instructions regarding entering and revising replies in MFMP.

2.11 Diversity

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

Companies that desire to be certified as a small, minority-, veteran-, or women-owned business can request certification information from the Department's Office of Supplier Diversity, which can be reached by clicking [here](#).

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3 General (PUR 1001) and Special Instructions to Respondents

This section contains the general instructions, special instructions, and helpful information for Respondents.

3.1 General (PUR 1001) Instructions

General Instructions to Respondents (PUR 1001) is incorporated into this solicitation by reference and may be downloaded and viewed by clicking on the link here: [PUR 1001](#)

3.2 Special Instructions

This section contains special instructions regarding MFMP vendor registration, sourcing tips and training information, as well as, information regarding who may respond and how to submit a reply.

3.2.1 MFMP Registration

In order to submit a question or reply, vendors must have a current vendor registration and be listed as 'active' for "Sourcing Events" within the MFMP Vendor Information Portal (VIP). The VIP can be accessed via this link:

<https://vendor.myfloridamarketplace.com/>. The MFMP may be accessed using the following link: <https://sourcing.myfloridamarketplace.com>

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

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

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

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

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

In order to join an event in MFMP and post questions related to the solicitation, Respondent must review and accept the agreement to use MFMP (see tips below).

3.2.2 Sourcing Tips and Training

- a) After logging into MFMP, “My Events” lists events the Respondent already chose to “Join” (i.e., you intend to submit a formal reply).
- b) “Public Events” lists those events associated with the Respondent’s registered commodity codes listed in their VIP accounts, but the Respondent has not yet “Joined.”
- c) Joining an event moves the event from “Public Events” to “My Events,” allows the Respondent to submit questions about the event, and alerts Respondents to any associated updates (e.g., addenda, event edits, etc.).
- d) Respondents must join an event to submit replies to solicitations.
- e) To respond to a solicitation, respondents must review and accept the electronic agreement on the “Review and Accept Agreement” page. Click the radio button next to, “I accept the terms of this agreement.” The Sourcing acceptance acknowledgement agreement is a general agreement that prospective Respondents accept the broad overall requirements of the solicitation as being focused on the good/service sought, and the general requirements of how the Department seeks delivery of that good/service. It is a preliminary acknowledgement that terms and conditions (T&Cs) are accepted in terms of understanding what the solicitation is calling for, and it is not a legally binding agreement that all T&Cs are accepted as is, without further question, clarification, and negotiations.

MFMP will request that the Respondent acknowledge that all T&C generally described are understood, and accepted for purposes of understanding generally what is being solicited.

No Respondent is bound to the T&C outlined in the solicitation until the final evaluations, award, and Contract occurs.

- f) When responding, save work frequently – at intervals less than 20 minutes. MFMP automatically times out after 20 minutes of inactivity. Any unsaved information will be lost when the system times out.

- g) Clicking the “Save” button within MFMP only saves solicitation replies.
- h) To transmit replies to the state, Respondents must click “Submit Entire Reply.”
- i) After clicking the “Submit Entire Reply” button, Respondents are responsible to verify and validate any submitted reply in MFMP to assure their replies are accurate and complete prior to the reply closing time.
- j) Respondents should allow sufficient time, prior to the Solicitation event period closing, to address any errors and resubmit revised replies.
- k) To validate replies; please do the following before the Solicitation period ends:
 - i. Click the “Reply History” link to confirm that your “submitted” reply is visible, and therefore formally submitted.
 - ii. Confirm that a status of “Accepted” displays next to your submitted reply.
 - iii. Click on the Reference number of your submitted reply to review the submission.
 - iv. Please check the following:
 - Text boxes – Is your entire answer viewable?
 - Yes/No questions – Are the displayed answers correct?
 - Attachments – Will attachments open and are the documents viewable, complete and the correct one for that attachment request?

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

The awarded vendor(s) will be required to pay the required transaction fees as specified in section 14 of the PUR 1000, unless an exemption has been requested and approved prior to the award of the contract, pursuant to subsection 287.042(h), Florida Statutes.

3.2.3 Training

MFMP offers a vendor training guide on the DMS website at: http://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/mfmp_vendors/vendor_toolkit/mfmp_sourcing_3_0_upgrade. Respondents may download the pdf document for review. In addition, MFMP training will be offered to vendors as indicated in subsection 2.2, Timeline of Events.

3.3 Who May Respond

The Department will evaluate replies from Responsive and Responsible vendors that are LSPs, (as defined in this solicitation), which have been approved by Microsoft as LSPs and have at least five years' experience providing Microsoft software licenses, maintenance and services described in this solicitation to other government entities similar in size and buying power to Florida from October 1, 2009 to the present. Respondents must be able to sell Enterprise Agreements (including EES for academic) and Select Plus licensing agreements.

Respondents may not satisfy either the LSP requirement or the volume requirement through association with one or more other LSPs or association with other Responsive and Responsible vendors. In addition, to be eligible for award, a Respondent is to demonstrate the capability to perform a statewide contract in the State of Florida, meet the criteria listed in section 4, section 7, and answer "yes" to all Qualification Questions listed in subsection 4.1 of this solicitation.

3.4 How to Submit a Reply

Respondents are to submit their replies electronically via MFMP. The Department will only evaluate replies submitted using MFMP. Respondents are to answer the qualification questions listed in subsection 4.1 in order to be able to submit a reply.

Replies that do not contain all of the requested information may be deemed non-responsive. Fancy bindings, colored displays, and promotional material are not desired. The emphasis of each reply is to be on completeness and clarity of content, prepared simply and economically, providing a straightforward, concise delineation of the respondent's capabilities to satisfy the requirements of this ITN.

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

3.5 Additional Information

By submitting a reply, the vendor certifies that it agrees to and satisfies all criteria specified in the solicitation. The Department may request, and a Respondent is to provide, supporting information or documentation. Failure to supply supporting information or documentation as requested may result in the vendor being determined to not be a responsive vendor and their replies not being evaluated.

3.6 Alternate Reply

Respondent may only submit one reply. Within the reply the Respondent is to submit pricing and discounts as provided in the Vendor Price Sheet. The Department seeks each Respondent's single-best Reply for the State of Florida as outlined in the ITN, specifically section 4, Vendor Submission, and section 7, Statement of Work.

4 Vendor Submission

Section 4 of this solicitation contains the substance of the requested reply. Although vendors are to read and consider this entire solicitation, responding vendors will submit and provide documentation only as required in this section. Respondents are to answer all questions and submit all documentation requested as part of this section, in accordance with the instructions presented for each subsection.

4.1 Qualification Questions

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

Vendors must answer all qualifying questions truthfully. **VENDORS THAT ANSWER 'NO' TO ANY OF THE QUALIFICATION QUESTIONS WILL BE CONSIDERED NON-RESPONSIVE AND THEIR REPLIES WILL NOT BE EVALUATED.**

Qualification Questions	
Question 1	Does Respondent certify that the person submitting the reply is authorized to submit a reply on behalf of their company?
Question 2	Does the Respondent certify that their company is an authorized LSP for Microsoft software licenses, maintenance and services?
Question 3	Does the Respondent certify that it has at least five years' experience providing Microsoft software licenses, maintenance and services described in this solicitation to other government entities similar in size and buying power to Florida from October 1, 2009 to the present?
Question 4	Does Respondent certify that it is not a Discriminatory Vendor or Convicted Vendor as defined in sections 7 and 8 of the PUR 1001?
Question 5	Does Respondent certify that it is not on the Suspended / Complaints to Vendor lists? Click on this link to confirm: lists

Question 6	Does Respondent certify that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List pursuant to section 215.473 , Florida Statutes?
Question 7	Does Respondent certify its representation that all the statements contained within section 9 of PUR 1001 (Respondents Representation and Authorization) are true as applied to Respondent?
Question 8	Does the Respondent certify that it will, if awarded, submit to the Department, at least annually, a completed and signed Preferred Pricing Affidavit as outlined in subsection 4.4.1.5 and required by 6.10?
Question 9	Does the Respondent certify that it has an ACTIVE registration with the Florida Department of State, Division of Corporations?

4.2 Vendor Price Sheets

Pricing replies (government and academic) are to be organized as directed in in section 4.4.1.5, Vendor Price Sheet Submission. Responding vendors are to submit complete replies as specified in the “Vendor Price Sheet” or the responding vendor may be determined a non-responsive vendor and its reply may not be evaluated. Please attach the Vendor Price Sheet(s) as directed in the “Pricing Reply” link provided in subsection 4.5.

In addition to providing the required Reply information within the Vendor Price Sheet, the responding vendor agrees and confirms that they have not altered the information, specifications, and contents of the Vendor Price Sheet, as created by the Department. Any alteration of the Vendor Price Sheet specifications or contents may result in the Respondent not being considered a Responsive Respondent and their replies not being evaluated.

Please upload completed Vendor Price Sheet(s) as indicated in subsection 4.5 of this solicitation document.

4.3 Documentation

Respondents are to upload an electronic copy of the requested documentation in the following sections. The following conditions apply to each item in this section:

- In the case where the Department provides an attachment (i.e. “Download the Worksheet / Price Sheet / Form) that is able to be electronically filled in, responding

vendors are to download the attachment, fill it out, and then attach the completed copy in the link provided in section 4.5, Vendor Reply Upload, within MFMP.

- In the case of original or signed documentation, responding vendors may attach scanned copies of original documents.
- In the case where multiple original or signed items are requested, please combine multiple scanned items into a single PDF attachment.
- MFMP accepts files up to 20 Megabytes in size.

4.3.1 Reply Format

Respondent is to provide, in subsection 4.5.3, Upload Tab 2, a reply that is specific to section 7 of this ITN. The Respondent is to respond to this section by inserting their reply immediately below the text of each numbered provision and respond to each sub-provision of sections 7.6 to 7.21 with one of the following:

a. **Agreed**

Where the term is acceptable as stated.

b. **Modification Proposed**

Where Respondent is unable to accept the term as stated but will accept a modification of the term. Respondent must provide: (1) the reason for its inability to accept the term as stated and (2) modified language which would be acceptable.

c. **Not Agreed**

Where the term is completely unacceptable to Respondent and no modification is possible. Respondent must state the reason such term is unacceptable.

Paragraphs in section 7 identified with a reply of “Modification Proposed” or “Not Agreed” may be discussed during negotiation sessions, if the respondent is promoted during the initial evaluation period to the negotiations stage. The Department reserves the right, but does not intend, to negotiate any other section of the solicitation except for price. However, the Department reserves the right to modify, when in the best interest of the state and within the scope of the ITN, by addition or deletion, terms and conditions during the negotiation process.

4.4 Contents of Reply

Respondents are to submit their reply in the following format with all information indicated in each section below. (See subsection 4.5 for upload instructions.)

4.4.1 Technical Information

Replies are to be organized in sections as directed below. Respondents are to complete each section entirely or the Respondent may be deemed non-responsive. Submit the following sections of the Reply as a single attachment through the MFMP.

The Reply is to be organized as follows:

4.4.1.1 Tab 1 Company Information

Tab 1 is to contain the following information:

- a) Company name and address(es)
- b) The company's principle place of business
- c) An executive summary of the reply. (Do not include any pricing information in the executive summary.)
- d) Contractor Information Worksheet, Attachment 1

Respondent is to submit one completed Attachment 1 with the reply. This form identifies persons responsible for answering questions about the reply and administering the Contract. The Worksheet can be downloaded as indicated below. Respondents are to fill out the Worksheet and upload it at the link provided in subsection 4.5.

DOWNLOAD ATTACHMENT 1, THE CONTRACTOR INFORMATION WORKSHEET

- e) Ordering Instructions, Attachment 2

The Respondent is to submit one completed Attachment 2 with the reply. This form identifies the contact information, phone numbers, remit to address, and any special instructions necessary for Customers to successfully place an order with Respondent. The form can be downloaded below. Respondents are to fill out Attachment 2 and upload it at the link provided in subsection 4.5.

DOWNLOAD ATTACHMENT 2, ORDERING INSTRUCTIONS

- f) Authorization to Do Business in Florida

Vendors who wish to conduct business in the State of Florida must be registered with the Florida Department of State, Division of Corporations. Licensing Solutions Providers responding to this solicitation must have an ACTIVE registration listed on the website at www.sunbiz.org. Active registration must be maintained throughout the term of the Contract. The active registration requirement includes any "doing business as" (dba) fictitious names that the Respondent intends to use in the Contract.

g) Capacity

The Respondent is to describe their ability to provide Microsoft software products and associated services to all Eligible Users throughout the State of Florida. Respondents are to detail their ability to provide coverage to the various entities throughout the state in the following areas:

- Sales of software licenses and maintenance
- License management
- Customer support
- Training

Capacity in all of the above areas must cover the entire state. If the Respondent is not able to provide coverage to the entire state on their own, the Respondent is to describe their plan to obtain partners to ensure that the entire state is covered so that all Eligible User can acquire the software and services they require. Scoring of Capacity is outlined in section 5.6 of the solicitation.

4.4.1.2 Tab 2 Experience and Ability to Provide Microsoft Software

Tab 2 is to contain the following information:

- a) Brief history of the company
- b) Company's organizational chart

Respondent is to provide information regarding their company organization as it pertains to this solicitation (i.e. Contract Manager, Contract Manager's supervisor, support staff for licensing, support staff for services, sales staff, etc.). Respondent is to include the name of the individual filling each of the top level positions and their contact information.

- c) Prior Work Experience

Respondent is to provide information regarding prior work experience with similar contracts or services and must be able to demonstrate that they have operated as a Microsoft LSP, in a government setting, providing Microsoft software and services as defined in subsection 1.4.14 of this solicitation.

- d) LSP Experience

The Respondent must be able to provide documentation that demonstrates Respondent has been certified by Microsoft as a LSP for a minimum of the past five years. The respondent must show that it has experience providing Microsoft software licensing, maintenance and services to government entities in size and buying power to Florida from December 1, 2009 to the present. Experience may be combined from

multiple accounts within that time period. This documentation is in addition to that requested in 4.4.1.2 (f).

e) Expertise

Respondent's expertise is to be detailed as outlined below and will be evaluated based upon the Respondent's ability to demonstrate those abilities as shown in section 5.6, Evaluation Criteria and Scoring, in the following areas:

1. Knowledge of Microsoft Licensing and Agreements

Respondents are to demonstrate a strong knowledge of Microsoft licensing processes and procedures and an ability to explain those processes and procedures in layman's terms so that all Customers will have a clear expectation and understanding. To demonstrate this ability, Respondents are to provide a sample explanation of a standard licensing agreement as part of their reply to this section.

Respondent is to provide information to demonstrate their knowledge of Microsoft licensing and the associated agreements (Select Plus, EA, and EES) and their experience in managing these various types of agreements in a government and academic setting. Information may include training completed, Microsoft course certifications, contracts previously managed, documentation of licensing specialists within the Respondent's organization and any other information the Respondent deems necessary to fully demonstrate their ability to provide information to Customers regarding the various types of Microsoft licenses in a clear and concise manner.

2. Microsoft Core Competencies, Attachment 3

Respondent is to download and submit a completed Attachment 3 and provide supporting documentation as identified in section 7.5, LSP Competencies.

Download Attachment 3, Microsoft Core Competency Checklist

3. Knowledge of Government and Agencies

Respondent is to document their clear understanding of government purchasing processes and lead time requirements based on their prior experience with similar size government entities and detail their ability to provide Microsoft software licenses and associated services to Florida government and academic entities. Documentation is to demonstrate that Respondent is fully capable of working with all Eligible Users, which are made up of various sizes, requirements, and purchasing needs (centralized and decentralized purchasing procedures).

4. License Management
Respondent is to document their detailed proposed plan for managing all Microsoft software licenses sold under the Contract as described in section 7.6.2, License Management.
5. Subject Matter Experience
Respondent is to provide documentation to demonstrate that they are an expert in providing Microsoft software licenses and services. Documentation may include employee certifications that demonstrate special Microsoft knowledge or skills maintained by Respondent, the number of employees within the Respondent's organization capable of meeting the Microsoft Competencies outlined in section 7.5 and the manner in which those employees will be made available to respond to various needs of the state as detailed within this ITN, awards received related to Microsoft software achievements, and any other documentation Respondent wishes to provide to demonstrate that they are the best vendor to provide Microsoft software licensing and services to the State.
6. Customer Service
Respondent is to provide their definition of good customer service as it relates to a potential contract and explain their plan to provide the best possible customer service to all state agencies and OEUs, provide a plan to monitor the customer service provided to Eligible Users by Respondent's staff and sales team, and a plan for corrective measures to ensure Respondent can maintain the highest quality of customer service possible.
7. Training and Instruction
Respondents are to document a training and instruction plan that clearly demonstrates the LSP's ability to provide, implement, and monitor their proposed training and instructions for each of the items listed below and detailed in section 7.6.4, Training and Instruction:
 - a) Microsoft Certified Training for Resellers
Respondent is to provide documentation to demonstrate completion of all Microsoft Certification Training (MCT). Documentation of training certification is required for this solicitation. See section 7.6.4.1 for additional information.
 - b) Customer Training
Respondent is to provide training to customers on the various Microsoft software, licenses, maintenance and services. Training may be web-based,

classroom instruction, tip sheets, individualized or in any other method appropriate for Microsoft software, licenses, maintenance and services.

c) Staff Training

Respondent is to provide documentation of the types of training it will employ to ensure that their staff are knowledgeable of Microsoft software licenses, maintenance and services and can provide information to Eligible Users in a way that is easily understandable to assist Eligible Users in making the appropriate licensing decisions for their agency, to provide excellent customer service, to ensure that sales to Eligible Users align with contract requirements and approved Florida Pricing, and to ensure that all staff dealing with Eligible Users have a thorough understanding of the Contract requirements (once awarded).

8. Transition Plan

Respondent is to provide a transition plan that details how the Respondent will assist customers during the transition from the incumbent under Contract 252-001-09-1, to the awardee under this solicitation as an onboarding process and is to provide an exit strategy from the Contractor under this solicitation to any potential new vendor at the end of the contract term.

Plan details are to, at a minimum, include the following:

- Transition of customer information from incumbent to awardee;
 - Customer location and contact information
 - Customer licenses owned and licenses purchased
 - Customer Agreement expiration dates
 - Any particular Customer issues or concerns for which the awardee should be aware
- Agreement tracking process to assist Customers in ensuring that there are no lapses in Customer agreements with regard to renewals;
- Risk mitigation processes and procedures; and
- Communications plan.

f) Software Publisher's Certification, Attachment 4

Respondent is to submit one completed, signed and dated, Attachment 4, Software Publisher's Certification, to the Department electronically using MFMP as part of their Reply. The Attachment 4 form must certify that the Respondent is directly authorized by Microsoft to provide the software licenses, maintenance and services contained in Respondent's reply. Attachment 4 is to be executed by an authorized Microsoft representative only and may not be completed by the

LSP. LSP agreements will not be accepted in lieu of a Software Publisher's Certification form.

Download Attachment 4, Software Publisher's Certification

- g) Reply to Statement of Work, sections 7.6 – 7.23

The Respondent is to submit their reply to section 7 as outlined in subsection 4.3.1 above.

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

4.4.1.3 Tab 3 References and Past Performance

- a) References:

Respondent is to provide a minimum of five governmental and/or academic references for Microsoft software sold in the United States in the last twenty-four months. References provided should support the Respondent's ability to meet the needs of Eligible Users under a Florida STC. References are to include the following: the name of the agency, university, city, county or school board, contact information and indicate the specific software product or services and where it was purchased. Failure to supply the required documentation may result in disqualification of the reply.

References are to pertain to current and ongoing software sales or services or those that were completed prior to October 1, 2014. References are not to be given by:

- 1) Persons employed by the Department within the past three years.
- 2) Persons currently or formerly employed or supervised by the Respondent or its affiliates.
- 3) Board members within the Respondent's organization.
- 4) Relatives of any of the above.

Each reference is to include the following information:

- 1) Company name, address, name of principal contact, telephone number, Email address, contract number, contract term, description of contract, and contract dollar value.
- 2) References will be contacted by the Department and asked the questions identified in the Reference document.

- 3) Respondents are to download the attached Reference form and complete the top section of the reference form. (The form may be duplicated for each reference provided. Completed forms may be combined and attached as one document.)

b) Past Performance, Attachment 5

Vendor past performance will be considered as part of the evaluation process and will be assessed during the reference checks identified in subsection 4.4.1.3.a, References, and in section 5.6, Evaluation Criteria and Scoring. Past performance questions listed on Attachment 5 will enable the Department to determine the Respondent's ability to perform with regard to this solicitation.

DOWNLOAD ATTACHMENT 5, REFERENCE/PAST PERFORMANCE

4.4.1.4 Tab 4 Disputes

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

- a) The institution of any judicial or quasi-judicial action against Respondent as a result of the alleged default or defect in performance; or
- b) The assessment of any fines or liquidated damages under such contracts.

For each dispute, Respondent is to list the following information:

- a) Identify the contract to which the dispute related;
- b) Explain what the dispute related to; and
- c) Explain whether there was a resolution of the dispute and provide a brief summary of the resolution. Additional supporting documentation may be requested as needed.
- d) If the dispute is ongoing, identify the status of the dispute.
- e) If the dispute could in any way affect the Respondent's ability to perform on any resulting contract for this solicitation, Respondent must provide additional information regarding any potential impact as well as Respondent's mediation plan.

If the Respondent has had no disputes during the timeframe identified, the Respondent is to provide a signed, notarized statement indicating that the vendor has no current disputes with any customers and the vendor has not had any contract disputes with any of its vendors in the past five years.

4.4.1.5 Tab 5 Financial and Industry Standing and Strength

Each Respondent is required to provide information regarding its “Financial and Industry Standing and Strength” in order to demonstrate that it is financially stable, in good standing with creditors and Microsoft, and has the resources necessary to provide software licenses, maintenance and perform the services outlined in this ITN on a statewide basis.

a) Financial Statements

Respondents are to include financial statements for the last three full-calendar years, prepared in accordance with Generally Accepted Accounting Principles. (Financial documentation may be combined into one file and uploaded as one document.)

- i. DMS will consider the Respondent’s financial viability to perform the services outlined in this ITN.
- ii. DMS will base the consideration of the Respondent’s financial viability on the Financial Statements. DMS will find Respondent’s financial viability acceptable or unacceptable based upon the financial strength of the company.
- iii. Financial status will not be scored.

b) Vendor Price Sheet Submission, Attachment 6

Pricing information is identified in section 7.13, Pricing and Minimum Orders, of the ITN. Associated forms are listed below.

Attachment 6, Vendor Price Sheet is provided for your review. Price Sheets are not to be submitted as part of the initial Reply. Price Sheets will be requested during the negotiation period.

DOWNLOAD A BLANK COPY OF ATTACHMENT 6, VENDOR PRICE SHEET

c) Preferred Pricing Affidavit, Attachment 7

Contractors are to submit to the Department, at least annually, a copy of the completed Attachment 7 as required in subsection 6.10, Preferred Price Affidavit Requirement, of this solicitation document.

DOWNLOAD A BLANK COPY OF ATTACHMENT 7, PREFERRED PRICING AFFIDAVIT

d) Savings / Price Reductions, Attachment 8

Respondent are to submit one accurately completed Attachment 8 with their Reply containing the Microsoft software and services offered to the State of Florida and a method(s) for the Department to verify the savings information provided.

Attachment 8 will not be used to determine award, only to verify the Savings / Price Reductions being offered. Attachment 8 is to be submitted to the Department electronically using MFMP.

DOWNLOAD ATTACHMENT 8, SAVINGS / PRICE REDUCTIONS

4.4.2 Other Required Documentation

a) Department of State Registration Form (Statement of Good Standing)

Respondent is to submit a copy of its active registration (www.sunbiz.org) with the Department of State, which authorizes the company to do business in Florida.

b) Certification Forms

In the event that the Department's evaluation results in identical evaluations of replies, the Department will select a Respondent based on the criteria identified in subsections 287.187(4), 287.057(11), Florida Statutes and Rule 60A-1.011, F.A.C. Please provide the following documentation, if applicable.

- Certification of Drug-Free Workplace, Attachment 9 (required for all vendors)
- Certification of Minority Business (optional)
- Certification of Wartime or Service Disabled Veteran (optional)

DOWNLOAD A COPY OF ATTACHMENT 9, CERTIFICATION OF DRUG-FREE WORKPLACE

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

c) Purchase Orders/ Invoices

All respondents are to provide a minimum of three purchase orders or invoices with the reply package to document the sales of software similar to those listed in the Respondent's reply. Purchase orders or invoices are to indicate the date the order was received and the date the order was shipped to the Customer. Purchase orders provided should be comparable or represent a typical order that would be placed by a state agency or eligible user (i.e. city, county or school). Purchase orders may, but are not required to, match the references cited above.

- d) E-Verify
Respondent must also provide Employment Verification (E-Verify) information per subsection 6.11 of this solicitation. The Respondent is to include a screenshot of the E-Verify company information registration page.
- e) Emergency Situations, Attachment 10
Respondent is to provide a completed copy of Attachment 10.

DOWNLOAD A COPY OF ATTACHMENT 10, EMERGENCY SITUATIONS

- f) Scrutinized Company Certification, Attachment 11
Respondent is to provide a completed copy of Attachment 11.

DOWNLOAD A COPY OF ATTACHMENT 11, SCRUTINIZED COMPANY CERTIFICATION

4.5 Vendor Reply Upload

Respondent is to upload their complete reply as follows. (Be sure to include all completed forms for this section.)

- 4.5.1 Upload Tab 1, Company Information reply.
(Company information, Attachment 1, Attachment 2, and Capacity information)
- 4.5.2 Upload Tab 2, Experience and Ability reply
(Company History, Company Organization Chart, and Prior Work Experience, LSP Experience, Expertise, Attachment 3 and supporting documentation, Attachment 4, and MCT certifications)
- 4.5.3 Upload Tab 2, Experience and Ability reply
(Reply to section 7 as identified in section 4.3.1, Reply Format, and subsection 4.4.1.2, Experience and Ability to Provide Microsoft Software.)
- 4.5.4 Upload Tab 3, References/Past Performance reply
(Attachment 5)
- 4.5.5 Upload Tab 4, Disputes reply
- 4.5.6 Upload Tab 5, Financial reply
(Financial Statements)
- 4.5.7 Upload Tab 5, Financial reply, Other Forms
(Attachment 7 and Attachment 8)

4.5.8 Upload Tab 5, Financial, Other Required Documents
(Statement of Good Standing, Certifications, Attachment 9, Attachment 10, E-Verify Information, Attachment 11, and Purchase Orders.)

4.5.9 Upload Additional Information
(Upload any additional information pertinent to Respondent's submission such as software licenses, maintenance and services literature as applicable.)

4.6 Redacted Submissions

The following subsection supplements section 19 of the PUR 1001. If a responding vendor considers any portion of the documents, data or records submitted in reply to this solicitation to be confidential, proprietary, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority, Respondent must mark the document as "Confidential" and simultaneously provide the Department with a separate redacted copy of its reply and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy is to contain the Department's solicitation name, number, and the name of the responding vendor on the cover, and is to be clearly titled "Redacted Copy." The Redacted Copy should only redact those portions of material that the Respondent claims are confidential, proprietary, trade secret or otherwise not subject to disclosure.

In the event of a request for public records pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority, to which documents that are marked as confidential are responsive, the Department will provide the Redacted Copy to the requestor. If a requestor asserts a right to the Confidential Information, the Department will notify the responding vendor such an assertion has been made. It is the responding vendor's responsibility to assert that the information in question is exempt from disclosure under Chapter 119 or other applicable law. If the Department becomes subject to a demand for discovery or disclosure of the Confidential Information of the responding vendor in a legal proceeding, the Department will give the responding vendor prompt notice of the demand prior to releasing the information (unless otherwise prohibited by applicable law). The responding vendor is to be responsible for defending its determination that the redacted portions of its reply are confidential, proprietary, trade secret, or otherwise not subject to disclosure.

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

- 4.6.1 Redacted Copies
Please attach any Redacted Copies.

4.7 Informational Forms

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

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

DOWNLOAD A COPY OF THE VENDOR CHECKLIST

- 4.7.2 Quarterly Reporting Form
This form is a sample of the form that must be submitted at the end of each quarter as outlined in subsection 7.18, Reporting.

DOWNLOAD A COPY OF THE QUARTERLY REPORTING FORM

- 4.7.3 Product Update Form
This form is a sample of the form that must be submitted when reporting software licenses, maintenance and services changes as detailed in subsections 7.16, New Software licenses, maintenance and services Additions, and 7.17, Product Deletions/Modifications, of the ITN.

DOWNLOAD A COPY OF THE PRODUCT UPDATE FORM

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

DOWNLOAD A COPY OF THE SAMPLE MICROSOFT CONTRACT

- 4.7.5 Timeline of Events
The Timeline of Events, subsection 2.2, contains all of the pertinent times and dates connected with this solicitation. Respondents should become familiar with this document. The dates and times within the Timeline of Events may be subject to change. All changes to the Timeline of Events will be noticed through an Addendum to the solicitation posted to the VBS and added to the solicitation in MFMP. It is the responsibility of the Respondent to check for any changes in both locations.

FOR CONVENIENCE, DOWNLOAD A COPY OF THE TIMELINE OF EVENTS

4.7.6 Complete Copy of the ITN

Respondents may download a copy of the complete ITN for review and reply purposes. For convenience, a PDF and Word version is provided.

Download a copy of the complete ITN

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5 Selection Methodology

Each evaluator will score the Respondents in the areas of: 1) Expertise, and 2) Capacity. The Department will add these two scores along with the score for past performance, for a Final Evaluation Score. The Final Evaluation Scores for all Respondents will be used to rank the Replies (Reply with the highest score = 1, the second highest = 2, etc.). The ranking for each Reply will be used to establish a competitive range to determine which Respondents may be invited to participate in negotiations. The Department intends to first negotiate with the three most highly ranked Respondents, but the Department reserves the right to negotiate with fewer Respondents, more than three Respondents, or to reject all Replies

5.1 Expertise

Respondent's expertise will be evaluated (see section 5.6) to determine their understanding and ability to provide all Microsoft agreements for Government and Academic entities, as outlined in subsection 4.4.1.2, Tab Two, Experience and Ability to Provide Microsoft Software.

5.2 Capacity

Respondents will be evaluated based on their demonstrated ability to provide coverage for all State of Florida Eligible Users as defined section 4.4.1.1.g of this solicitation and as outlined in the Statement of Work, section 7.

5.3 Past Performance

Respondent's past performance will be evaluated as outlined in subsection 4.4.1.3, Tab Three, References and Past Performance, and in section 5.6, Evaluation Criteria Scoring.

5.4 Value-added Services

Value-added Services will also be considered during the negotiation stage along with the Respondent's expertise capacity, price and past performance. The Department reserves the right to not award proposed services, if proposed services are out of scope of this ITN or if the Respondent cannot demonstrate to the Department's satisfaction their ability to provide such services to the State.

5.5 Negotiation Phase

The Department may provide specific agenda topics to the invited Respondent(s) prior to the beginning of negotiations. The Department reserves the right to negotiate concurrently or separately with competing Respondents. The Department shall have the right to use any or all ideas or adaptations of the ideas presented in any Reply. Selection or rejection of a Reply does not affect this right.

Pricing will be requested during the Negotiation Phase and will be negotiated to achieve the best pricing for all Florida Government and Academic entities. The pricing proposed for all contract years will be discussed and considered as part of the best value determination.

The Vendor Price Sheets provided include specific Select Plus and Enterprise Agreement software or software bundles for which all Respondents moved forward to the negotiation period must provide upon request.

Respondents may also provide other Microsoft software; however, discounts offered for the software lists are to apply to all software proposed (i.e. x percent for Select Plus, x percent for Enterprise, x percent for Academic).

5.6 Evaluation Criteria Scoring

Respondent replies are to be evaluated using the following scale.

Performance Measure	Total Possible Points	Maximum Points
Expertise (see section 4.4.1.2 for detail) <ul style="list-style-type: none"> Knowledge of Microsoft Agreements and Core Competencies Customer Service Knowledge of Government and agencies License Management Subject Matter Expertise Training and Instruction Transition Plan 	Scale of 1 – 10 for each item <ul style="list-style-type: none"> Demonstrated high knowledge and ability = 15 points Demonstrated some knowledge and ability = 5 points Demonstrated little knowledge and ability = 1 point Demonstrated no knowledge or ability = 0 points 	105 points
Capacity (see section 4.4.1.1.g and section 7.6) <ul style="list-style-type: none"> Demonstrates ability to cover the entire State of Florida for all eligible users 	<ul style="list-style-type: none"> Coverage of entire state = 100 points Partial coverage = 0 points 	100 points
Past Performance Reference responds "Yes" to 9 of 15 questions.	<ul style="list-style-type: none"> Each reference meeting the minimum criteria = 20 Points Each reference that does not meet the minimum criteria = 0 points 	100 points
Total Possible Points		305

Scoring Example:

Step 1

A total score will be calculated for each reply by each individual Evaluator.

Vendor	Evaluator A Points	Evaluator B Points	Evaluator C Points
Respondent 1	305	305	300
Respondent 2	245	260	241
Respondent 3	285	295	285
Respondent 4	210	210	202
Respondent 5	31	31	35

Step 2

The Evaluator scores will be reviewed and averaged. The ranking of each Reply will be used to establish a competitive range to determine which Respondent may be invited to participate in negotiations. The Department intends to first negotiate with the three most highly ranked Respondents, but the Department reserves the right to negotiate with fewer Respondents, more than three Respondents, or to reject all Replies.

The Department reserves the right to negotiate concurrently or separately with selected Respondents.

Vendor	Evaluator A Points	Evaluator B Points	Evaluator C Points	Average Points
Respondent 1	305	305	300	303
Respondent 2	245	260	241	249
Respondent 3	285	295	285	232
Respondent 4	210	210	202	207
Respondent 5	31	31	35	32

5.7 Basis of Award

After negotiations are completed, the Negotiation team will rank the Respondents based upon their capacity, demonstrated ability to provide expertise, best pricing, and past performance.

The Department reserves the right to make a single award or to make multiple awards to Responsive and Responsible Respondents as determined to be in the best interest of the State of Florida, and to accept or reject any and all offers, or separable portions, and to waive any minor irregularity, technicality, or omission if the Department determines that doing so will serve the State of Florida's best interests.

Any outstanding transaction fees owed or open reports listed in MFMP must be resolved to the Department's satisfaction prior to entering into any contract.

5.8 Reply Disqualification

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

5.9 Identical Evaluations of Replies

In the event that the Department's evaluation results in identical evaluations of replies, the Department may elect a respondent based on the criteria identified in subsections 287.057(11), 295.187(4), Florida Statutes, and Rule 60A-1.011, Florida Administrative Code, where applicable.

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6 General (PUR 1000) and Special Contract Terms and Conditions

This section contains the General Contract Conditions and the Special Contract Conditions for this solicitation.

6.1 PUR1000

General Contract Conditions, PUR 1000, is incorporated by reference and may be downloaded and viewed by clicking on the link here: [PUR 1000](#).

6.2 Special Contract Conditions

Respondents must meet the following special contract conditions:

6.2.1 Electronic Invoice

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

6.2.1.1 Commerce eXtensible Markup Language (cXML)

This standard establishes the data contents required for invoicing via cXML within the context of an electronic environment. This transaction set can be used for invoicing via the AN for catalog and non-catalog goods and services. The cXML format is the Ariba preferred method for electronic invoicing.

6.2.1.2 Electronic Data Interchange (EDI)

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

6.2.1.3 Purchase Order (P.O.) Flip via Ariba Network (AN)

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

For the purposes of this section, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third party provider of MFMP, a State Contractor, the right and license to use, reproduce, transmit, distribute, and publicly display within the system the information outlined above. In addition, the Contractor warrants and represents that it is authorized and empowered

to and hereby grants the State and the third party provider the right and license to reproduce and display within the system the Contractor's trademarks, system marks, logos, trade dress, or other branding designation that identifies the software licenses, maintenance and services made available by the Contractor under the Contract. The Contractor will work with the MFMP management team to obtain specific requirements for the Electronic Invoicing upon contract award.

6.2.2 Catalog Specifications (Services included, if applicable)

Vendor Price Sheets submitted by an awarded vendor with the solicitation are incorporated into the Contract as a software licenses, maintenance and services Catalog. Any additional terms and conditions contained in the Catalog will not apply to the Contract.

6.2.3 Purchasing Card Program

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

6.2.4 Compliance with Laws

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

6.2.5 Liability and Worker's Compensation Insurance

During the Contract term, the Contractor at its sole expense is to provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract, which, at a minimum, is to be: workers' compensation and employer's liability insurance per Florida statutory limits (currently \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate) covering all employees engaged in any Contract work; commercial general liability coverage on an occurrence basis in the minimum amount of \$500,000 (defense cost is to be in excess of the limit of liability), naming the State as an additional insured; and automobile liability insurance covering all vehicles, owned or otherwise, used in the Contract work, with minimum combined limits of \$500,000, including hired and non-owned liability,

and \$5,000 medical payment. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor and is of the essence of the Contract. The Contract is to not limit the types of insurance Contractor may desire to obtain or be required to obtain by law. The limits of coverage under each policy maintained by the Contractor are not to be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies are to be through insurers authorized to write policies in Florida.

6.2.6 Detail of Bills

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

6.2.7 Bills for Travel

Bills for travel expenses, if permitted, are to be submitted in accordance with section 112.061, Florida Statutes.

6.2.8 Public Records

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

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

- a) Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the service.
- b) Provide the public with access to public records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d) Meet all requirements for retaining public records and transfer, at no cost, to the Department all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or

confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department.

Please see section 4.6, Redacted Submissions, for additional guidance with regard to public records requests.

6.2.9 Intellectual Property

The parties do not anticipate that any Intellectual Property will be developed or created as a result of the Contract. However, in such case as it is developed or created, any Intellectual Property developed or created as a result of the Contract will belong to and be the sole property of the State of Florida. This provision will survive the termination or expiration of the Contract.

6.10 Preferred Price Affidavit Requirement

The Department will provide the Preferred Pricing Affidavit, incorporated by reference, for completion by an authorized representative of the Contractor attesting that the Contractor is in compliance with the preferred pricing provision in section 4(b) of the PUR 1000 form. The Contractor agrees to submit to the Department, at least annually, the completed Preferred Pricing Affidavit. (See section 4.4.1.5 and 4.5.8 for form and submittal information.)

6.11 Employment Verification (E-Verify)

Pursuant to State of Florida Executive Order Number 11-116, Contractor is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify eligibility of all new employees hired by the Contractor to work in the U.S. during the Contract term. Also, Contractor is to include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the Contract utilize the E-Verify system to verify the eligibility of all new employees hired by the subcontractor to work in the U.S. during the Contract term. (See section 4.4.2 and 4.5.9 for additional information.)

6.12 Scrutinized Company List

Pursuant to subsection 287.135(5), F.S., by signing a contract or renewal of a contract where the value exceeds \$1 million to which this clause is attached, the Respondent or Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, F.S.

Pursuant to subsection 287.135(3)(b), F.S, Department may immediately terminate any contract for cause if the Contractor is found to have submitted a false certification

under subsection 287.135(5), F.S., or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the Contract.

6.13 Commitment to Diversity in Government Contracting

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

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

6.14 Business Review Meetings

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

6.15 Ethical Business Practices

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

6.16 Product Variations/Custom Orders

New variations, substitutions, including custom orders of existing software licenses, maintenance and services awarded under the Contract will be considered by the

Department if it is in the best interest of the State. All modifications and special requests must receive prior written approval from the Department before execution of the purchase. Proposed changes are not to compromise the integrity of the software licenses, maintenance or services performance.

6.17 Delays and Complaints

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

6.18 Sales and Use Tax

It is the responsibility of the Contractor to determine how work accomplished under this contract would be subject to a Use Tax as written in the "Sales and Use Tax" Rule 12A-1, Florida Administrative Code. Any questions concerning the "Use Tax" as it relates to this Contract are to be directed to the Taxpayer Assistance section at the Department of Revenue (DOR) (800) 352-3671, Monday through Friday, 8 a.m. to 7 p.m. (ET). For more information visit the DOR website at <http://dor.myflorida.com/dor/businesses>.

6.19 Insurance, Loss Deductible

The Customer is to be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible is to be the sole responsibility of the Contractor providing such insurance. Upon request, the Contractor is to furnish the Customer an insurance certificate proving appropriate coverage is in full force and effect.

6.20 Performance and Payment Bonds

The authority and responsibility for requesting performance and payment bonds is to rest with the Customer. Under this contract, the Customer issuing the purchase order may request a performance and payment bond. Inability to provide a bond is to result in the Contractor being found in default of the contract.

6.21 Warranty

Microsoft's standard warranty is to cover all software and contractual services of the Contract. Microsoft's standard warranty is required to provide coverage against defective material, workmanship, and failure to perform in accordance with the specifications and required performance criteria. Microsoft's standard warranty coverage must be identical to or exceed the most inclusive of those normally provided for the software and contractual services specified herein that are sold to any state or local governments.

Should Microsoft's standard warranty conflict with any requirements, specifications, terms, or conditions of the Contract, the Contract terms and conditions are to prevail.

6.22 Contract Revisions

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

- 1) Contractor's Information Worksheet;
- 2) Ordering Instructions Form;
- 3) Contract Quarterly Report Form;
- 4) Catalog Revisions;
- 5) Any other forms included as part of the ITN solicitation documents.

Only the above listed provisions can be made without a formal Contract amendment. General Contract Conditions, section 42 of the PUR 1000, applies to all other modifications to the Contract.

6.23 Third Party Audits and Reporting Requirements

At no additional cost to the State, the Contractor is to contract with an independent third party firm (to be approved by the Department) to conduct, at a minimum, at least one random sampling of the Contractor's price list per quarter. The random sample is to be large enough to ensure the results of the audit are at a 95 percent level of confidence with a margin of error of +/- three (3) percent. Specifically, the third party firm will confirm the discounts off the Microsoft ERP Level D price list for government and ERP Level A for academic, which will be posted on the DMS contract website, are the same as or better than with the discounts offered at contract award.

The third party firm is to provide the results of each quarterly audit to the Department's Contract Manager. At a minimum, the audit is to identify the following:

- Date of the audit
- Name of the auditor
- Items selected in the random sampling
- Price listed on the Microsoft ERP price list
- The Contractor's minimum discount rate for that item
- The price resulting from Microsoft ERP minus Contractor discount
- Price on the Contractor's price sheet
- The audit results (i.e. difference +/-)

The Contractor's failure to comply with this requirement may result in financial consequences and may also result in the Contractor's immediate removal from the Contract.

The third party auditor may, upon the Department's request, be asked to also compare actual price quotes received by an Eligible User to ensure that price quotes to Customers are the same as or better than pricing on the Contractor's price sheet most recently approved by the Department. Upon such request, the third party auditor is to provide to the Department the same information as noted above as it relates to that individual price quote.

The third party auditor is to consider the pricing information provided to them confidential and is to not release the information to any other party outside of the Department.

6.24 Financial Consequences

The Contract Administrator shall periodically review the Contractor's Compliance with the responsibilities and deliverables in the Contract. If the Contractor fails to meet and comply with the responsibilities and deliverables established in the Contract, Contractor will be subject to damages. See subsection 7.20 for additional information.

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7 Statement of Work

Respondents are to have the capability to provide Microsoft software and services to all Eligible Users within the State of Florida in accordance with the solicitation documents and to the satisfaction of the Department.

7.1 Current Microsoft Agreements

The current Microsoft contract contains the following agreements:

- Master Business Agreement (MBA)
 - State and Local Government
 - Enterprise Agreements (includes Office 365 and other Cloud Solutions)
 - Select Plus Agreement
 - Academic Agreements
 - Enrollment for Education Solutions (EES), which replaced the Campus and School Agreement (includes Office 365 and other Cloud solutions)
 - Select Plus Agreement
 - Library and Museum Agreement (currently in the addition process)
- Master Services Agreement (MSA)
 - Premier Support
 - Consulting Services

Information regarding the agreements listed above can be found on the Department's website at:

http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/state_contracts_and_agreements/state_term_contracts/microsoft_license_maintenance_services/forms_and_other_information

7.2 In Scope

Respondents are to provide Microsoft software licenses and maintenance with optional support offerings. The Department will work directly with Microsoft to establish any master licensing agreements and associated services for the Contract; however, each customer will be required to sign individual license agreements to establish the term (i.e. 12 or 36 months) and any special requirements of the customer agreement(s).

Licenses, maintenance and services under this solicitation may be provided in any of the following ways:

- All Microsoft perpetual and subscription licenses, which may include the agreement types identified under the MBA in subsection 7.1;
- Software maintenance (standard and optional);
- Value-added services directly related to Microsoft software such as the following:

- Limited, small-scale (short duration (less than 3 months), low person hours (less than 480 hours), and small team (less than five members)) consulting services;
- Installation assistance; and
- Associated software training.

Respondents are to submit replies that include all Microsoft software licenses and maintenance, and may propose additional services such as documentation, training, installation, and other value-added services. The forms provided in this solicitation are to be used for the reply as identified in section 4, Vendor Submission. Respondent may make copies if additional pages of the provided forms are needed.

7.3 Out of Scope

Items that are out of scope are not to be considered and may be a basis for finding the Respondent non-responsive. Items that are out of scope include, but are not limited to, the following:

- Software provided by software publishers other than Microsoft
- Information Technology Hardware (i.e. personal computers, laptops and tablets) and hardware accessories and services.
- Large scale consulting services (services provided directly by Microsoft are under a separate contract). Additional consulting services for large scale projects that are available on other Department State Term Contracts.

7.4 Frequently Purchased Software

The chart below identifies the software license counts for the Microsoft software most frequently purchased by the State. The chart includes the name of the software type, the date last reviewed by Microsoft, and the associated total (to date) license counts on file with Microsoft. It also identifies license counts for Office 365 (O365). (License counts for O365 for schools were not provided by Microsoft.) The Department expects to receive increased discounts for these frequently purchased software licenses and maintenance and may standardize EAs at some point during the contract term with input from the Agency for State Technology. Discount rates are discussed in further detail in subsection 7.13.3.

Respondents may also propose alternative approaches for EAs such as a recommended standard EA, server-based EA, which would be separate from desktop, user-based EA, or a mechanism for combining the EAs of various agencies as they go through Data Center Consolidation as required in Chapter 282, Florida Statutes, with co-term expirations and effective dates.

Enterprise Software	Date	License Counts
Top Three Software (State and Local Gov't)		
Core/Enterprise/Individual Client Access Licenses (CALs)	4/3/2014	321,584

Windows O/S	4/3/2014	191,767
Office Professional	4/3/2014	120,034
Other Software Frequently Purchased		
Exchange (standalone Exchange standard and Enterprise CALs)	6/9/2014	22,561
Visio (standard and professional)	6/9/2014	3,896
Project (standard and professional)	6/9/2014	2,523
O365 Purchases (State and Local Gov't)		
*Office 365 (E3/G3) – State Agencies	8/22/2014	61,203
*Office 365 (E3/G3) – Cities and Counties	4/3/2014	9,682

*Office 365 numbers are listed separately for State Agencies and Cities/Counties due to special waterfall pricing offered by Microsoft to State Agencies. It is the State's goal to combine license counts for O365 to achieve even lower pricing.

7.5 LSP Competencies

In order to meet the varying needs of all Eligible Users, the following Microsoft Competencies are desired. Per subsection 4.4.1.2, Tab 2, Respondents are to submit in section 4.5, Vendor Reply, a completed copy of the Microsoft Core Competency Checklist, indicate Gold or Silver competency rating along with their reply, and provide competency verification in the form of certificates or other documentation from Microsoft as proof of competency. The Department desires a broad coverage of listed Competencies to ensure that the wide varieties of the State's needs are met. LSPs are encouraged to add additional competencies throughout the life of the contact and to provide new or updated certifications to the Contract Administrator as they become available.

Application platform

- Application Development
- Application Integration
- Application Lifecycle Management
- Business Intelligence
- Data Platform

Core infrastructure

- Devices and Deployment
- Identity and Access
- Management and Virtualization
- Server Platform

Business Productivity

- Collaboration and Content
- Communications
- Digital Advertising
- Messaging
- Project and Portfolio Management

Customer segments

- Midmarket Solution Provider
- Small Business

Business applications

- Customer Relationship Management
- Enterprise Resource Planning
- Intelligent Systems

Additional Competencies

- Business Productivity Online Suite
- Cloud Accelerate
- Cloud Essentials
- Distributor
- Hosting
- Learning
- Mobility

- OEM
- Office 365 Cloud Deployment Partner
- WebsiteSpark
- Software Asset Management
- Volume Licensing

7.6 LSP Responsibilities

LSP(s) awarded a contract under this ITN will be responsible for the following:

7.6.1 Microsoft Licenses and Support Services

LSP will act as a representative of Microsoft by providing a means for all Eligible Users to purchase Microsoft software licenses, maintenance and services under the Contract.

7.6.2 License Management

LSP will document its plan for managing all Microsoft software licenses sold under the Contract. License management should include, but is not limited to the following:

- Tracking of Software Licenses sold to ensure that Customers are fully aware of future expiration dates well in advance of expiration to ensure that licenses do not lapse unless intended by the Customer.
- License tracking support (website and vendor assistance as needed)
- Tracking of individual licenses and server licenses exempt from Chapter 282, Florida Statute, requirements.
- Standardization of customer (agency/OEU) names to facilitate ease of tracking licenses purchased.
- Provide a single contact for license tracking and a trained licensing specialist to assist Customers with licensing questions.

After Contract award, the LSP will update the plan, as needed, and will provide a copy of any revised plans to the Department's Contract Administrator.

7.6.3 Customer Service

The State highly values excellent customer service and expects the LSP to provide the best possible customer service to all state agencies and OEUs. The LSP's Contract Manager is responsible for monitoring the customer service provided to Customers by LSP's staff, sales and support teams, and employing, as necessary, corrective measures identified in the customer service plan proposed in the ITN reply to section 4.4.1.2.e).6, Customer Service, to ensure that the LSP will provide and maintain the highest quality of customer service possible.

7.6.4 Training and Instruction

Contractors will implement the training and instructions plan proposed under section 4.4.1.2 of the ITN in the following areas:

7.6.4.1 Microsoft Certified Training for Resellers

Contractors will provide evidence that they have successfully completed Microsoft Certified Training (MCT) and will promptly provide the Department with documentation for any updated MCT completed throughout the contract term, including that required to maintain Contractor's status as an LSP or any equivalent or higher successor designation.

7.6.4.2 Customer Training

Contractors will provide training to Customers for all widely used (i.e. Office Professional) Microsoft software and services. Training may be offered in any of the following formats:

- Web-based;
- Tutorials;
- Documentation;
- Classroom setting; and
- Classroom settings that can also be broadcast to other agency/OEU offices throughout the state and that may be recorded for future playback.

7.6.4.3 Contractor's Staff Training

Contractors are to provide training for staff to ensure they are properly trained to support this Contract. At a minimum, training will ensure the following:

- Contractor Contract Manager understands all deliverables and requirements unique to the Contract and is capable of meeting all requirements in a timely and professional manner;
- Staff understands Florida government purchasing processes, Customer unique issues and concerns with respect to the purchase of Microsoft software and services;
- Staff is knowledgeable about all Microsoft software licenses, maintenance and services for which they are responsible;
- Staff are properly educated with regard to Florida pricing to ensure that Customers are quoted from the correct price lists;
- Staff are Customer friendly; and
- Staff provides prompt and accurate replies to Customer requests.

7.7 Contractor Deliverables and Responsibilities

Contractors are responsible for all deliverables and responsibilities identified within this solicitation. Failure to perform as required within this document may result in financial consequences and any other consequences as outlined within this solicitation.

7.7.1 Quotes

Contractor quotes must be provided to Customers on company letterhead, on an official company quote form, or via the MFMP eQuote tool that clearly identifies the following:

- Company name;
- Appropriate contact information;
- Quote number and date of quote;
- Quote effective and termination dates;
- The name of the agency/OEU to which the quote is provided;
- Customer's physical and delivery address;
- Customer's name and contact information;
- Detailed description of each item quoted;
- Unit price (Florida Price);
- Number of units to be purchased (quantity);
- Total price;
- Additional savings achieved through volume discount/additional negotiations, if any;
- Any specific requirements made by the ordering agency/entity (as identified in the Purchase Order or Statement of Work; and
- Any special instructions (i.e. download instructions) for the ordering agency/entity.

The detail provided within the quote must provide enough information that the Customer can clearly understand what they are purchasing, delivery date and download instructions, how much they are paying for the items purchased and any additional terms associated with the purchase. In addition, if the quote offers custom skus, which reflect additional savings, Contractor must also identify the standard sku numbers that would have been used had the Customer purchased the items separately. The Customer must have confidence that the quote provided is a valid quote from the Contractor, that the price quoted directly correlates to the Florida Price and that any additional savings achieved through a volume discount or additional negotiation is clearly noted.

7.7.2 Product Delivery Schedule

Delivery is requested within 30 calendar days after receipt of any order. If this delivery date cannot be met, the Contractor must state on the Vendor Price Sheet, Purchase Order, or on an individual price quote to the requesting Customer the number of days

required to deliver the software or service at the ordering Customer's designated location. Failure to state the delivery time obligates the LSP to complete delivery within 30 days unless otherwise mutually agreed between the Contractor and the Customer. Extended delivery dates may be considered when in the best interest of the ordering entity. A Customer may request and negotiate with the LSP for a shorter term delivery at the Customer's expense, if necessary, for emergency orders.

Software licenses may be downloaded, if available, as an acceptable method of delivery. See subsection 7.8.1.1 of this solicitation for additional requirements for downloaded software.

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

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

7.7.4 Transaction Fee Report

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

7.8 Product Specifications

The following information provides guidance regarding software licenses, maintenance and services acceptance, cost, product revisions.

7.8.1 Product Acceptance

Section 215.422, Florida Statutes, states "Approval and inspection of goods or services is to take no longer than 5 working days unless the reply specifications, purchase order, or contract specifies otherwise." Any special conditions must be

expressed in writing either on the P.O. or in the SOW that is attached to the P.O. The vendor and customer must agree to any special acceptance time frames in advance. If a software license is downloaded, then the P.O. date will be the acceptance date.

7.8.1.1 Downloaded Software

If software download is available, Customers may download software upon the Contractor's acceptance of the P.O. Upon acceptance of the P.O., the Contractor is to provide to the Customer clear instructions for all downloads along with the link for downloading the purchased software.

If downloaded software appears to contain errors or if the file is corrupt, the Customer shall be encouraged by the Contractor to immediately contact the Contractor to resolve the issue. The Contractor shall also encourage the Customers to download purchased software as soon as they receive the download instructions because the software license begins (unless otherwise agreed) on the date of P.O. acceptance by the vendor and NOT the date of download.

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

7.8.1.2 Shipped Software

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

Respondent's reply must include a "total satisfaction" return policy for unopened media and all documentation and shall not impose any restocking fees or liability on the Customer for such returns. Total satisfaction policies may include software replacement with compatible features and capabilities, length of time (i.e. three years following software installation date), or caveat (i.e. total satisfaction applies to software that is continuously maintained).

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

In order for software to be deemed accepted, software is conditioned upon the following:

- The software is free of computer viruses as determined by commercially available antivirus software.
- The software must be delivered with the relevant manuals or access was provided to electronic manuals, as applicable.
- The required functionality is fulfilled as determined by the software operating in conformity with the applicable Microsoft software licenses, maintenance and services specifications.

7.9 Technology Upgrades and Additions

The Department intends to obtain for the duration of the Contract or any contract renewals or extensions thereof, software licenses, maintenance and services that reflect the industry's latest technology. The Department recognizes that there will be new software licenses, maintenance and services and new software versions that will become available during the life of this Contract that is not yet released on the date of contract award.

The LSP may add new Microsoft software licenses, maintenance and services, delete software no longer offered, or request to modify software bundles or definitions consistent with the Microsoft offering for the State of Florida and the discounts offered by the LSP. Change requests may be submitted to the Department Contract Administrator using the form provided in the ITN. All items offered under this ITN must remain within the scope of the contract in discount, price and functionality. Any proposed revisions must comply with the requirements listed in subsections 7.16 and 7.17 of this solicitation.

The Department reserves the right to review the software most frequently purchased on an annual basis and to request additional discounts, if appropriate. All new software and services will be conditioned upon approval from the Department.

7.10 Software Requirements

The following software requirements are to be a part of all software purchases and are to supersede any requirements located in Microsoft's terms and conditions.

7.10.1 Version

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

7.10.2 Software License

The Department understands that Microsoft's software license terms and conditions may be provided to Customers along with purchased software; however, such license terms are neither considered a part of, nor are they to supersede, the Contract. Upon

request from a Customer, the Contractor shall assist the Customer in resolving conflicts between any software license terms and the Contract with Microsoft. Where software is acquired on a licensed basis, the following terms are to constitute the license grant to the Customer (“Licensee”):

7.10.2.1 Scope:

Licensee is granted a non-exclusive license to use, execute, reproduce, display, perform, or merge the software licenses, maintenance and services within its Enterprise up to the maximum licensed capacity identified on the purchase order. The software may be accessed, used, executed, reproduced, displayed, or performed up to the capacity measured by the applicable licensing unit identified on the purchase order.

7.10.2.2 Documentation for Perpetual Licenses:

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

7.10.2.3 Documentation for Subscription Licenses:

Upon request, the Contractor is to provide to the Licensee, at the Contractor’s expense, access to electronic copies of the software subscription documentation. Access to this documentation is not to require a user id or password and must be available for the ordering entity to share with their agency employees, for business purposes, as appropriate.

7.10.2.4 Technical Support and Maintenance:

Licensees may acquire support services from Contractor on an order. The Contractor shall ensure the provision of error corrections, patches, updates, revisions, fixes, upgrades, and new releases (collectively “Updates”) to Licensee at no additional charge.

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

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

7.10.2.5 Transfers/Reassignment:

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

7.10.2.6 Restricted Use by Third Parties:

Outsourcers, facilities management, service bureaus and employees of other services retained by Licensee will have the right to use the software licenses, maintenance and services to maintain Licensee's operations, including data processing, provided that (1) Licensee gives notice to the Contractor of such third party, site of intended use of the software licenses, maintenance and services, and

means of access, (2) the third party has executed, or agrees to execute, the software licenses, maintenance and services manufacturer's standard nondisclosure or restricted use agreement, which agreement is to be accepted by the Contractor, and (3) the third party is to maintain a logical or physical partition within its computer system to restrict access to the program to that portion solely dedicated to beneficial use for Licensee. Licensee is to not be liable for any third party's compliance or noncompliance with the terms of the nondisclosure agreement, nor is to the nondisclosure agreement create or impose any liabilities on the State or the Licensee. Any third party with whom a Licensee has a relationship for a State function or business activity will have the temporary right to use software licenses, maintenance and services, provided that such use is to be limited to the period during which the third party is using the software licenses, maintenance and services for the function or activity.

7.10.2.7 Archival Backup:

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

7.10.2.8 Confidentiality:

The software is a trade secret, copyrighted and proprietary software licenses, maintenance and services. Licensee and its employees are not to disclose or otherwise distribute or reproduce any software to anyone other than as authorized under the Contract. Licensee is not to remove or destroy any of the Contractor's proprietary markings.

7.10.2.9 Restricted Use:

Except as expressly authorized by the terms of license, Licensee is not to copy the software; cause or permit reverse compilation or reverse assembly of the software or any portion; or export the software in violation of any U.S. Department of Commerce export administration regulations.

7.10.2.10 Proof of License:

The Contractor will provide to each Licensee that places a purchase order either (1) the Microsoft license confirmation certificates in the name of the Licensee, (2) a written confirmation from Microsoft accepting the software invoice as a proof of license. The Contractor will submit a sample certificate, or alternative confirmation, in a form acceptable to the Licensee, (3) an executed Contractor order document, or (4) access to an electronic file that documents all agency purchases. If an electronic file is provided, the file must maintain license proof of purchase throughout the term of the license agreement, including renewals of such agreement.

The Contractor will be responsible for tracking licenses purchased and licenses owned by each agency/OEU; however, the agency/OEU will be responsible for tracking the deployment of each license purchased.

7.10.2.11 Audit of Licensed Usage:

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

7.10.2.12 Bankruptcy:

The Contract is subject to the terms of section 365(n) of the United States Bankruptcy Code ("Code") if the Contractor files a bankruptcy petition. Contractor's failure to perform its continuing obligations may constitute a material breach of the Contract excusing performance by the Licensee.

7.10.2.13 Security:

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

7.11 Software Support

The following information outlines the standard and optional support for all software proposed by the Respondent.

7.11.1 Standard Support

Contractors will provide the following levels of support, under the Contract:

- Microsoft's standard software warranty;
- Inside delivery, with buyer set-up and installation;
- Corrective support – to assist in the resolution of identifiable and reproducible software problems. The Contractor will provide a toll free number at Microsoft for Customers to call for assistance with software issues that cannot be resolved by the Contractor and the Contractor is to work with the Customer and Microsoft to ensure the issue(s) are resolved;
- Electronic software information – Provide access to software patches, a symptom solution database, software licenses, maintenance and services descriptions, specifications, technical literature, etc.;
- Customer service windows – minimum of 8 hours a day, 5 days a week Monday – Friday, excluding State of Florida holidays; and
- Toll-free number for Contractor Customer service.

7.11.2 Optional Support

Optional Support that may be offered as value-added services on purchases such as:

- Maintenance upgrades (Maintenance upgrades may be purchased at time of software purchase, at the end of a normal maintenance period, after a maintenance lapse, or at other appropriate times identified by Microsoft);
- Software licenses, maintenance and services and documentation updates;
- Software Training (for individual or software suites);
- Installation services;
- Annual review of software maintenance; and
- Additional customer service coverage options such as:
 - 24/7/365
 - Extended hours
 - After hours contact for emergency orders

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

7.11.3 Software Training

The Contractor may provide training for each type of Microsoft software proposed. All discount percentages or rates must be included on the Vendor Price Sheet on the Value-add tab. The Department will determine which training services proposed will be included in the contract award. After contract award, the Contract Administrator will

have final approval as to which training services submitted on a Software licenses, maintenance and services Change Request form will be included in the Contractor's Catalog. Additionally, if Customers express a specific need for training not currently offered under the Contract, the Contract Administrator may request that the Contractor provide such training.

7.11.4 Value-added Services

Value-added services may be offered by the Contractor. If offered, the Respondent must provide a detailed description, list price, corresponding discount and Florida price. Value-added services will be considered during the negotiation phase of the evaluation process. A separate tab has been provided on the Vendor Price Sheet for the purpose of consideration. Additional Value-added services may be submitted after contract award on the Product Update Form; however, the Contract Administrator will have final approval before the service may be marketed or sold to customers.

7.12 License Management

Contractor will be responsible for managing all Microsoft software licenses sold under this contract and will be responsible for tracking all license expiration dates, potential renewals and maintenance options.

Contractors may also offer any reporting capabilities that would allow Customers to view Customer specific information of all Microsoft software purchased under the Contract. If offered, Customer specific information will, at a minimum, include the following information:

- Agency/OEU name;
- Date of purchase;
- Software title;
- Number of licenses purchased;
- License term;
- License expiration date;
- Name of individual who placed the order and any contact information available; and
- Any other pertinent information.

7.13 Pricing and Minimum Orders

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

7.13.1 Microsoft's Florida ERP Price List

Microsoft has provided to the Department an initial ERP price List. Upon award and for the term of the contract, the LSP is to provide an updated ERP price list on a monthly basis or as often as Microsoft provides an updated ERP price list to the LSP. The Department may verify the ERP price list with Microsoft at any time to ensure that

the price list provided by the LSP is accurate. All Microsoft software offered by the LSP must be included on the proposed Vendor Price Sheet for evaluation. Respondents are to include on the Vendor Price Sheet the Microsoft Florida ERP Level D price (government) or Florida ERP Level A (academic), the LSP discount rate off of the ERP Level price, and the resulting Florida price after the discount is applied, for each software license, maintenance and service proposed. Respondents must also indicate the pricing for the renewal years.

7.13.2 Pricing

Pricing offered to the State of Florida for this solicitation is to be the best price available to the State and is to be comparable to or better than the best available pricing from similarly situated government entities. Other states similar in size and buying power to the State of Florida are California, New York, and Texas. Respondents must provide pricing for the initial contract term and pricing for the renewal term as required in subparagraph 287.057(1)(a)2, Florida Statutes.

7.13.3 Discount Rate

The discount percentages submitted in the Respondent's Best and Final Offer (BAFO) during the negotiations phase will be considered the minimum discount offered and will be applied to all future Contract price lists for all State of Florida contract customers and is to be submitted to the Department for review and approval. The overall discount levels will remain firm for the term of the contract, including renewals. Volume discounts and promotions above the proposed discounts are acceptable and encouraged. Promotional discounts will not necessitate a contract modification of the reply discounts.

All Microsoft software offered in the Respondent's reply must be offered at a discount off Microsoft's ERP Florida Level (Level D - Government and Level A - Academic) price list. All training, support, and other value-add items and services offered in this reply must be listed as a discount off of the LSP's current publically available price list. Pricing offered must be the best price available to the State of Florida and be comparable to or better than pricing offered to other similarly situated states such as California, New York and Texas. The Respondent may include additional discounts and tiered pricing, if applicable.

NOTE:

1. The Department has requested that Microsoft lower the amount that the LSP pays to Microsoft in order to increase the discount rates for this contract. Discount rates from the Microsoft ERP price list under the current contract are as follows:
 - a. Select Plus Agreements – 27.90%
 - b. Enterprise Agreements – 27.25%

- c. Academic Agreements- 23.40%
- d. Misc. – 33.33%
- e. Additional discounts offered for large quantity orders

The State expects to receive greater savings under the new Contract. Respondents are therefore encouraged to work with Microsoft to provide the very best pricing available to the State of Florida. After contract award, the Contractor may increase the discount rate at any time by submitting the Software licenses, maintenance and services Update Form to the Contract Administrator.

- 2. The Department will not be obligated to pay any costs not identified on the Vendor Price Sheet.
- 3. Any cost not identified in the Contract, but subsequently incurred by the Contractor in order to achieve successful operation, will be borne by the Contractor.
- 4. Vendor Price Sheets may be reproduced.
- 5. Contractors may expand items to identify all proposed services, training, maintenance, and other options as appropriate.

7.13.4 Minimum Orders

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

7.14 Promotional Pricing

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

7.15 Price Adjustments


Discounts proposed for Microsoft software licenses, maintenance and services are not to decrease for the entire Contract term, including renewals. If at any point during the Contract Microsoft reduces the LSP cost for software licenses or maintenance, the LSP shall pass on the additional savings to the Customers and shall submit a corrected Vendor Price List to the Contract Administrator.

Contractor may offer price decreases at any time during the contract term, including renewal periods. Price increase requests are to be based upon the Producer Price Index (PPI) for

Software Publishers, PCU5112—5112 and supplemented with documentation from Microsoft that demonstrates a price increase is justified, are limited to no more than one time per a twelve month period (i.e. each January or on contract anniversary), are subject to the Contract Administrator’s approval, and is to not exceed more than 0.5 percent per year or a maximum of 2.0 percent over the life of the contract. If the PPI does not indicate an increase, then no price increase is to be allowed.

Producer Price Index Industry Data

Series Id: PCU5112--5112--
 Industry: Software publishers
 Product: Software publishers
 Base Date: 200312

Download:  .xls

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
2004	99.4	100.5	100.4	100.4	100.0	100.2	99.8	99.7	98.6	99.9	99.8	99.3	99.8
2005	98.8	99.5	99.3	99.9	99.4	99.7	99.2	99.7	100.7	100.8	100.6	100.3	99.8
2006	101.0	100.1	99.1	98.7	100.3	100.3	100.0	100.1	100.3	100.6	100.6	100.3	100.1
2007	99.5	99.9	99.9	100.1	99.6	99.4	99.5	99.9	99.5	99.4	99.4	99.3	99.6
2008	99.8	99.6	101.0	101.7	101.0	100.2	101.4	101.7	99.4	101.0	101.6	100.4	100.7
2009	101.2	101.1	100.0	100.0	99.9	99.7	98.7	99.3	98.4	98.8	94.9	94.6	98.9
2010	94.4	94.4	94.6	94.4	94.2	93.6	93.8	94.1	94.0	93.9	93.8	93.9	94.1
2011	93.9	94.0	94.0	94.2	93.9	93.9	94.1	94.0	94.3	94.0	94.1	94.2	94.0
2012	94.7	94.1	93.0	92.4	92.1	92.1	92.1	92.0	93.0	92.7	91.5	91.6	92.6
2013	92.4	92.2	92.4	92.1	92.6	93.2	92.3	92.5	92.7	92.4	92.5	92.2(P)	92.5(P)
2014	91.8(P)	92.9(P)	92.8(P)										

P : Preliminary. All indexes are subject to revision four months after original publication.

The Department reserves the right to request additional savings at any time during the contract period based upon sales volume, changes in purchasing practices, changes in software models, or other reasons as appropriate.

7.16 New Product Additions

New products within the scope of this solicitation may be considered for addition to the contract on a quarterly basis. All requests for approval will be made in writing using the Product Update form provided during the ITN process, and are to include software literature and pricing of new software, maintenance, or services may not be marketed as approved prior to written approval from the Contract Administrator. Acceptance of new software licenses, maintenance and services addition requests are contingent upon the successful submission of a complete and accurate quarterly sales report as identified in subsection 7.18, Reporting. Approval is solely within the discretion of the Department and must be within the scope of this ITN.

7.17 Product Deletions/Modifications

Software and services may be updated in the form of product deletions or modifications on a quarterly basis. Software licenses, maintenance and services deletions must be identified in the Product Update form provided by the Contract Administrator. Product modifications must also

be identified on the Product Update form and require approval of the Contract Administrator before changes can be implemented by the Contractor. Modifications may be in the form of changes to the product ID number, description or Microsoft price; however, the software/service discount rates must remain the same or better than the originally proposed discount rate, and must continually be competitive with pricing offered (the same as, or better than) to similarly situated states such California, New York and Texas.

7.18 Reporting

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

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

Each Quarterly Sales Report must be in Excel format (“Contract Quarterly Report” form is to be provided by the Department) and is to include the following information:

1. Contractor’s Name and contact information
2. Detail of time period covered by included data
3. Total sales including detail of list price and contract price
4. Transaction detail is to include the following:

Transaction Detail	Description of Detail
Part Number/SKU	Your software licenses, maintenance and services part number, if applicable
Model Number/ Service Type	Model number or description of type of service
Software licenses, maintenance and services Description	Description of software licenses, maintenance and services or service
MFG	Manufacturer, Publisher, Service Provider
Item Category	Description of the software licenses, maintenance and services category
Item Subcategory	Additional grouping for item
Item / Service Name	Given name of Item or Service
Customer or Agency Name	State Agencies, Universities, Political Subdivisions, Other Eligible Users
United Nations Standard Software licenses, maintenance and services and Services Code (UNSPSC)	UNSPSC Code
UOM	Unit of Measure

UOM Description	Description of unit of measure (see example)
Volume Qty	Number of items/services purchased/provided
Order Date	Order Date
Date Delivered	Delivered date to Customer
Purchase Type	Purchase Order, Payment Card, Other
List Price	List price (Market + fee contracts use market price)
Total List Price	List price times volume quantity
Contract Price	Contracted price with State of Florida per contract terms
Total Contract Price	Contract price times volume quantity

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

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

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

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

7.19 Ordering Instructions

Each Contractor will use the ordering instructions they provided per the ITN, subsection 4.4.1.1, Tab 1e. The completed information may be posted in MFMP and on the Department's contract web page to assist Customers in successfully placing orders with awarded Contractors.

The Contractor may also consider offering a line item or punch-out catalog in MFMP to assist State agency Customers with software purchases. If Contractor desires to provide such catalog, the Contract Administrator will assist the Contractor in working with the MFMP team to ensure successful implementation.

7.20 Financial and Other Consequences

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

7.20.1 Service Level Agreement (SLA) Performance

State Agencies and OEUs may add financial consequences in their statements of work as a form of protection from the Contractor or failing to meet performance requirements within any negotiated SLA or purchase order.

7.20.2 Incorrect Price Quotes

Customer quotes that are higher than the Department approved Florida Contract price will result in a financial consequence of an additional one percent discount off of the discount rate offered at the time of quote, which will be reflected on the revised quote to that Customer. If the Department becomes aware that incorrect pricing quotes continue even after the financial consequences have been applied on quotes to Customers, the Department reserves the right to institute additional corrective measures such as an increased discount rate of one percent for the Contract, contract suspensions or contract termination.

7.20.3 Third Party Audit

Third party audit report findings that indicate LSP Vendor Price Sheets are not consistent or better than pricing or discounts accepted at Contract award may result in the following actions:

Pricing identified in the third party pricing audit, (see subsection 6.23) not matching Microsoft ERP Florida Level D (government) or ERP Florida Level A (academic) pricing minus Contractor discount to Florida may result in a financial consequence of an additional one percent discount, per occurrence, for all contract pricing. Additional discount rates will be cumulative. If LSP is determined to have more than four occurrences during the term of the Contract, the Contract may not be renewed, or may be suspended or terminated.

7.21 Subcontractors

The Contractor may use a subcontractor in order to provide adequate services and training of any software proposed. The decision to allow subcontractors is at the sole discretion of the Contractor. If approved, all subcontractors are to be the **direct responsibility** of the Contractor that entered into such subcontract. The Contractor is responsible for all liability, terms and conditions within the contract. If a subcontractor is authorized to conduct business on behalf of

the Contractor and the subcontractor is to receive compensation from the Contractor for its services, then any dispute between the Contractor and the subcontractor is to be resolved between the Contractor and the subcontractor. The State of Florida is not a party to any agreement entered into between the Contractor and its subcontractor(s). The Contractor is responsible to report all contract sales (and pay any associated MFMP transaction fees), including those of any such subcontractors and the Contractor is to ensure that all such subcontractors meet the following requirements:

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

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8 Addenda

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

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