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Rick Scott, Governor

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INVITATION TO NEGOTIATE (ITN)
FOR
INFORMATION TECHNOLOGY OPERATIONS
AND MAINTENANCE SERVICES
ITN NO: DMS-17/18-039
THE STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES

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

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

NOTICE PURSUANT TO SECTION 287.057(23), FLORIDA STATUTES

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

TABLE OF CONTENTS

SECTION 1.	INTRODUCTION.....	3
SECTION 2.	SOLICITATION PROCESS.....	8
SECTION 3.	GENERAL AND SPECIAL INSTRUCTIONS	10
SECTION 4.	EVALUATION METHODOLOGY	15
SECTION 5.	AWARD AND CONTRACT EXECUTION.....	21

FORMS:

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

ATTACHMENTS:

- ATTACHMENT A – STATEMENT OF WORK
- ATTACHMENT B – PROPOSED CONTRACT
- ATTACHMENT C – PRICE SHEET
- ATTACHMENT D – FLORIDA DIVISION OF RETIREMENT IRIS APPLICATION INTEGRATION DIAGRAM
- ATTACHMENT E – IRIS EXTERNAL INTERFACES
- ATTACHMENT F – COST SAVINGS AND VALUE ADDED WORKSHEET
- ATTACHMENT G – INDUSTRY EXPERIENCE AND ABILITY NARRATIVE
- ATTACHMENT H – ENHANCEMENT NARRATIVE
- ATTACHMENT I – KEY SKILLS SET
- ATTACHMENT J -- SPECIAL CONTRACT CONDITIONS
- ATTACHMENT K -- ADDITIONAL SPECIAL CONTRACT CONDITIONS
- ATTACHMENT L -- TECHNICAL COMPONENT

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SECTION 1. INTRODUCTION

1.1 Solicitation Overview

The State of Florida, Department of Management Services (Department), Division of Retirement (Division) is issuing this solicitation to establish a contract for Information Technology Operations and Maintenance (O&M) Services as described more particularly in Attachment A – Statement of Work. This solicitation will be administered through the Vendor Bid System (VBS).

The services requested in this solicitation will be performed on three core applications on co-located server systems at the Southwood Shared Resource Center. These are the internal line of business application, the online self-service website, and the customer relationship management application with integration points.

The Department will hold a public opening of the Replies (also referred to herein as “Offers”) at the date, time and location below. Responsiveness requirements are only those items identified in Section 3.5 and Form 7 of the ITN. Once the Department has determined the responsiveness of replies in accordance with Section 3.5 of the ITN, the Department will have the responsive Replies evaluated. The evaluators will confirm their scores in a public meeting, and the Department will determine which responsive Replies are within the competitive range. Following determination of the competitive range the Department will commence negotiations. Once negotiations have concluded and best and final offers (BAFO) have been received and reviewed, the Department will hold a Negotiation Team public meeting to recommend award to the Vendor(s) who offer(s) the best value to the state based on the selection criteria. The Department will post its decision on the Vendor Bid System.

The Department intends to make a single award. However, the Department reserves the right to make multiple awards or to make no awards.

1.2 Background

The Department invites interested Offerors to submit responses in accordance with these solicitation documents. The purpose of this solicitation is to establish a contract for supplying Information Technology Operations and Management Services to the Division.

The Division administers the Florida Retirement System (FRS) Pension Plan and other statewide retirement plans, offering a wide range of information and administrative services to over 1 million active and retired members through more than 1,000 employing agencies. In addition, the Division monitors approximately 500 local government retirement plans in Florida for actuarial soundness. These local plans provide retirement, death, and/or disability benefits for about 200,000 active and retired members and beneficiaries. The Division also has oversight responsibility for the Municipal Police and Firefighters’ Pension Plans authorized under Chapters 175 and 185 of the Florida Statutes.

The FRS was established in 1970 as a consolidated statewide retirement system for Florida's public employees. Today, the FRS is the primary retirement plan for employees of Florida's state and county government agencies, district school boards, and community colleges and universities, as well as for participating employees of the cities and independent special districts in Florida that have elected to join the system (dependent districts of participating local governments are compulsory participants). The FRS currently offers a defined benefit plan that provides retirement, disability, and death benefits for over 625,000 active members and over 375,000 retirees, surviving beneficiaries, and over 35,000 Deferred Retirement Option Program (DROP) participants. In addition, the FRS offers an integrated defined contribution plan alternative to the defined benefit

plan with more than 112,000 members. There are also nonintegrated defined contribution plans offered to eligible employees through programs covering about 20,000 active members.

In 2001, the Division outsourced all information technology (IT) related functions. The Division's current contractor for IT Operations and Maintenance services is Deloitte Consulting LLP. This includes the maintenance, support, and enhancement of all existing custom applications, full-time administrative support of the Division's servers, network, and telecommunications infrastructure, and help desk support for the Division's approximately 200 employees. The Operations and Maintenance tasks have historically required approximately 27,000 hours per year. The Division has previously received approximately 13,000 enhancement hours per year. Note: These numbers of hours for Operations and Maintenance and enhancement services are for informational purposes only and may not reflect the number of hours required under this Contract.

The Division maintains three core applications on co-located server systems at the Southwood Shared Resource Center to administer the FRS. These are the internal line of business application, the online self-service website, and the customer relationship management application with integration points as illustrated in Attachment D - Florida Division of Retirement IRIS Application Integration Diagram and with external entities interfaces listed in Attachment E - IRIS External Interfaces. A description of the applications and core functionalities of each are provided below:

- **Integrated Retirement Information System (IRIS)** is a custom internal line of business application designed and developed to handle all essential business functions for the Division and to facilitate communication with employers, active members, retirees, and business partners. The application encompasses functionality to take a member of the FRS from the preliminary stages of employment to the end of employment, including retirement. The IRIS application has several modules that align with the organizational structure of the FRS. These modules include Benefit Payments, Benefit Calculations, Enrollment, and Contributions. At a high level, the application has the ability to track employer contributions for members on a monthly basis, calculate benefit estimates, process employee retirements such as DROP and service retirements, and issue warrants to retirees on both a monthly and weekly basis. The IRIS system generates information for multiple state agencies, numerous insurance companies, several optional provider companies, the Internal Revenue Service, and external business partners.
- **FRS Online** is a website that provides self-service functionality to members, retirees, agencies and other constituents. Members can view their service history as well as calculate their own benefit estimates. Retirees can view their payment history, deduction information, and 1099R information. Agencies can enroll employees, maintain and submit employer payroll reports, view contribution summaries, and submit online death notices. Insurance Companies can maintain deduction information for their participants.
- **Customer Relationship Management (CRM)** is a web based application that can be utilized to manage and analyze customer interactions with the FRS Contact Center. This application also provides the ability to log and work both phone and email activities/cases, and to import CRM cases to the IRIS application for further processing.

IRIS, FRS Online and CRM are made up and supported by several custom and third party software components. See Attachment A – Statement of Work, Section 3.1.3 for a list of the components and the corresponding technology used.

The Agency for State Technology (AST) provides standard co-location services to the Division, including floor space, cooling, power and network bandwidth.

Below are the approximate number of errors/incidents for the last 12 months by severity that occurred during normal business hours.

- Critical Problem without Workaround
 - FRS Online – 1
 - IRIS 1.0 – 3
 - IRIS 2.0 - 0
 - CRM – 0
 - Imaging and Workflow – 0
- Non-critical Problem with Workaround
 - FRS Online – 159
 - IRIS 1.0 – 489
 - IRIS 2.0 - 69
 - CRM -- 15
 - Imaging and Workflow – 30

Note that these historical measures are not, and are not intended to be, aligned with the severity levels referenced in this procurement.

There is an automated monitoring system in place that alerts on-call staff of issues (e.g. external file processing issue). Below are the approximate number of automated alerts to on-call staff for the last 12 months.

- Count of automated alerts to on-call staff – 40
- Count of alerts that resulted in after-hours action - 20

The help desk provides technical support. There are currently 6 staff that make up the help desk. This includes 1 Manager, 2 System Administrators, 1 Helpdesk Coordinator and 2 desktop support staff. At this time, email and phone are the support medium. The ticket logging and reporting tool currently used is Service Desk Express. The average number of active users is currently 240. The Division does not track the number of active users that are utilizing the system on a daily basis. The average number of Help Desk tickets received in a given 12 month period has been 2,371. 63 % are resolved by the Help Desk, the other 37% of the tickets have been assigned to someone on the application development team for resolution. The Help Desk team currently provides support for 740 reports, 82 forms, and the interfaces indicated in Attachment E - IRIS External Interfaces.

The Division uses a combination of commodity software monitoring tools and custom developed monitoring that include, but are not limited to: IPSentry, VMWare vCenter, SQL Monitoring (custom), VisualCron, SQL Diagnostic Manager, Oracle Enterprise Manager and various monitoring capabilities included with server and network hardware. The Version control software used for maintaining the code is Microsoft Team Foundation Server (TFS).

Currently there are 3 software environments; Development, User Acceptance Testing, and Production.

In the last 5 years, 539 change requests or system enhancements were implemented. The average per year for the last 2 years was approximately 88.

The technology upgrades that occurred during the last 12 months include updates to the current self-service subsystem (FRS Online), enhancements and modifications to existing modules within

IRIS, migrating certain modules from PowerBuilder to .NET, and reprogramming to implement new legislation.

The Division is constantly seeking ways to improve processes and enhance customer service. The Division intends to continue migrating modules from PowerBuilder to .NET. While other future enhancements have not been identified, enhancement ideas may include but not be limited to additional upgrades to FRS Online, creating online retirement applications, and security tool implementation.

Currently the applications are developed based on the business needs of the Division. When needs are identified, the Division prioritizes these needs through an internal approval process. The development methodology currently in use is a traditional Systems Development Life Cycle (SDLC) process that involves requirements, design, prototyping, development, testing and implementation.

At present, the Division utilizes a mechanism known as System Investigation Requests (SIRs) as the work intake and tracking tool for service requests. SIRs are deployed through a weekly build process using Team Foundation Server and automated build scripts/tools. In the current approach, SIRs are typically handled as “single-threaded” development efforts, meaning that each SIR is processed as a standalone project. Therefore, there is currently no specified release roadmap and the deployment strategy is driven by the current SIR prioritization framework and processes. The Division relates and groups SIRs strategically.

- SIR completion counts in the last 12 months:
 - FRS Online – 35
 - IRIS 1.0 – 28
 - IRIS 2.0 - 23
 - CRM – 1
 - Imaging and Workflow – 1
 - DBA/PLSQL (Supports all of the above) – 106
 - Forms/Reporting = 59 (Exstream 20, SSRS 39)

The Division recognizes that a single threaded approach is not efficient and effective when there are initiatives requiring related work in multiple areas of the system, where multiple SIRs might touch the same component, or where a single business objective drives multiple SIRs. Because of this, the Division no longer uses a single threaded approach.

1.3 Term

The initial term of the contract will be five years with up to five renewal years. The contract may only be renewed in accordance with section 287.057(13), Florida Statutes.

The Division expects the contract to begin on July 1, 2019. However, budget availability may cause the contract to begin before or after this anticipated date.

1.4 Definitions

The following definitions apply to this solicitation, in addition to the definitions in the PUR 1000 and PUR 1001. Additional definitions may be found in the Statement of Work and in the draft Contract, Attachment A – Statement of Work and Attachment B – Draft Contract. In the event any conflict exists between the definitions in these documents, the following definitions shall prevail.

1.4.1 Confidential Information – Any portion of an Offeror’s documents, data, or records disclosed relating to its Offer that the Offeror claims is confidential and not subject to

disclosure pursuant to chapter 119, Florida Statutes, the Florida Constitution or any other authority and is clearly marked “Confidential.”

1.4.2 Contract – The binding agreement(s) that result(s) from this competitive procurement, if any, between the Department and the Offeror. (This definition replaces the definition in the PUR 1000).

1.4.3 Offer – A formal response to this ITN. Also referred to as Response.

1.4.4 Offeror - A vendor who submits an Offer to this solicitation.

1.4.5 State – The State of Florida.

1.4.6 Department - The Florida Department of Management Services.

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

1.5 Special Accommodations

Any person requiring a special accommodation due to a disability should contact the Department’s Americans with Disabilities Act (ADA) Coordinator at (850) 488-0439. Requests for accommodation for meetings must be made at least 5 working days prior to the meeting. A person who is hearing or speech impaired can contact the ADA Coordinator by using the Florida Relay Service at (800) 955-8771 (TDD).

1.6 Must, Shall, Will and Is Required

Although this solicitation uses terms such as “must”, “shall”, “will”, and “is required”, and may define 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 offer. There is no guarantee that the Department will waive an omission or deviation, or that any Offeror with a offer containing a deviation or omission will be considered for award of this procurement. The Department may reject any offer not submitted in the manner specified by this solicitation.

1.7 Procurement Officer

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 on the VBS, as described in PUR 1001, Section 21. The Procurement Officer and contact information is listed below.

Carla McBride
Bureau Chief of IT & Special Projects
Division of State Purchasing
4050 Esplanade Way, Suite 335.2X
Tallahassee, FL 32399-0950
Phone: (850) 488-2773
Email: carla.mcbride@dms.myflorida.com

*****PLEASE INCLUDE THE SOLICITATION NUMBER IN THE SUBJECT LINE OF ALL EMAILS TO THE PROCUREMENT OFFICER. *****

1.8 Limit on Contact Reminder (section 287.057(23), Florida Statutes)

Between the release of this solicitation and the end of the 72-hour period following the Department posting the Notice of Intended Award, excluding Saturdays, Sundays, and State holidays (section 110.117, Florida Statutes), Offerors to this solicitation or persons acting on their behalf may not contact 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 an offer.

SECTION 2. SOLICITATION PROCESS

2.1 ITN Award Process

The ITN is a method of competitively soliciting a commodity or contractual service under Chapter 287, Florida Statutes. Offerors can submit formal questions in writing to the Procurement Officer by the deadline listed in the Timeline of Events. Offers are to be submitted by the deadline listed in the Timeline of Events.

The ITN award process is divided into three phases: Qualification, Evaluation, and Negotiation. The qualification phase is the Department's initial determination whether a Respondent is responsive and responsible. During the evaluation phase, Replies will be scored using the evaluation criteria set forth in this ITN. Based on evaluation results, the Department may invite one or more Respondents to begin the negotiation phase.

Any award shall be made to the responsive and responsible Respondent who provides the best value to the State based on the Department's final selection criteria that include, but are not limited to, price, quality, design, and workmanship.

2.2 Questions and Answers

Offerors will address all questions during the Question and Answer period regarding this solicitation in writing to the Procurement Officer via email. The deadline for submission of questions is reflected in the Timeline of Events section.

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

Question #	Offeror Name	ITN Section	ITN Page #	Question

Questions will not constitute formal protest of the specifications of the solicitation.

Department answers to written inquiries will be issued by addendum via the Vendor Bid System.

OFFERORS ARE STRONGLY ENCOURAGED TO RAISE ANY QUESTIONS OR CONCERNS THEY MAY HAVE REGARDING THIS ITN, INCLUDING THE PROPOSED CONTRACT TERMS AND CONDITIONS, DURING THE QUESTION AND ANSWER PERIOD.

2.3 Timeline of Events

The table below contains the Timeline of Events for this solicitation. Offerors shall become familiar with the Timeline of Events. The dates and times within the Timeline of Events are subject to change. It is the Offeror's responsibility to check for any changes. Offerors are responsible for submitting all required documentation by the dates and times specified below (Tallahassee, Florida EasternTime).

Timeline of Events	Event Time (ET)	Event Date
ITN posted on the VBS.		6/5/2018
Deadline to submit questions to the Procurement Officer.	12:00 p.m.	6/15/2018
Department's anticipated posting of answers to Offerors' questions on the VBS.		6/26/2018
Deadline to submit Offer and all required documents to the Procurement Officer.	2:00 p.m.	7/9/2018
Public Opening. 4050 Esplanade Way, Conference Room 109 Tallahassee, FL 32399	2:30 p.m.	7/9/2018
Evaluations Conducted.		7/13/2018 - 8/13/2018
Public Meeting for Evaluators to confirm scores. 4050 Esplanade Way, Conference Room 109 Tallahassee, FL 32399 Conference Call Information: 1-888-670-3525 Participant Code: 8692775563	10:00 a.m.	8/17/2018
Anticipated dates for Negotiations to be Conducted.		8/20/2018 - 10/2/2018
Public Meeting for Negotiation Team to recommend award. 4050 Esplanade Way, Conference Room 109 Tallahassee, FL 32399 Conference Call Information: 1-888-670-3525 Participant Code: 8692775563	10:00 a.m.	10/15/2018
Anticipated date to post Notice of Intent to Award.		10/29/2018
Anticipated contract start date.		7/1/2019

2.4 Addendum to the ITN

The Department reserves the right to modify this ITN by issuing an addendum posted on the Vendor Bid System (VBS). It is the responsibility of the Offeror to regularly check for addenda to the ITN. The Offeror is solely responsible for determining whether addenda to the ITN have been issued and for reviewing impact of addenda on the ITN.

2.5 Contract Formation

A Contract will consist of Attachment B -- Contract, Attachment A -- Statement of Work, and Attachment C Price Sheet, as such documents are revised in negotiation, as well as the Offeror's Best and Final Offer, Attachment J -- Special Contract Conditions, Attachment K -- Additional Special Contract Conditions, this ITN, and other documents necessary to embody the agreement of the parties. There will be no negotiation of any material contract terms after the contract award.

2.6 Modification or Withdrawal of Offers

Offerors may modify the Offer at any time prior to the ITN due date by sending the modified Offer to the Procurement Officer. An Offer may be withdrawn by notifying the Procurement Officer in writing before the ITN opening.

2.7 Diversity

The Department is dedicated to fostering the continued development and economic growth of minority, veteran and women owned businesses. Participation of a diverse group of Offerors doing business with the State of Florida is central to the Department's effort. To this end, minority, veteran and women owned businesses are encouraged to participate in the state's competitive, procurement process as both Contractors and subcontractors.

SECTION 3. GENERAL AND SPECIAL INSTRUCTIONS

3.1 Introduction

This section contains the General Instructions and Special Instructions to Offerors.

The General Instructions to Offerors is the PUR 1001, 2006 version, which is incorporated by reference and can be accessed at:

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

The Special Instructions are in Section 3 of the ITN. In the event of a conflict between the General Instructions and the Special Instructions, the Special Instructions control.

Sections 3, 5, 10 and 14 of the PUR 1001 (General Instructions) are inapplicable and are replaced as follows:

Section 3. Electronic Submission of Offers

Offers shall be submitted in accordance with **Section 3.4**, How to Submit an Offer, of this solicitation.

Section 5. Questions

Questions shall be submitted in accordance with the **Section 2.2**, Questions and Answers, of this solicitation.

Section 10. Manufacturer's Name and Approved Equivalents. No replacement language.

Section 14. Firm Response

DMS may make an award within three hundred sixty-five (365) days after the date of the opening, during which period Replies shall remain firm and shall not be withdrawn. If an award is not made within three hundred sixty-five (365) days, the Replies shall remain firm until either DMS awards the Contract or DMS receives from an Offeror written notice that a Offer is withdrawn. Any Offer that expresses a shorter duration may, in DMS' sole discretion, be accepted or rejected.

3.2 MFMP Registration

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

The awarded Offeror(s) will be required to pay the required MFMP transaction fee(s) as specified in **Section 14 of the PUR 1000**, unless an exemption has been requested and approved prior to the award of the contract pursuant to Rule 60A-1.031 of the Florida Administrative Code.

3.3 Florida Substitute Form W-9 Process

State of Florida Offerors *must* register and complete an electronic Florida Substitute Form W-9. The Internal Revenue Service (IRS) receives and validates the information Offerors provide on the Form W-9. For instructions on how to complete the Florida Substitute Form W-9, please visit: <http://www.myfloridacfo.com/Division/AA/StateAgencies/W-9Instructions022212.pdf>

The awarded Offeror(s), if any, must complete this process prior to Contract execution.

3.4 How to Submit an Offer

Provide one electronic flash drive of the entire submission documents (Tabs 1- 6). The electronic submission document is to be labeled File A, B, and C all PDF files. Limit the color and number of images to avoid unmanageable file sizes. Submit an Offer as follows:

3.4.1 File A should contain Tab 1 and 2

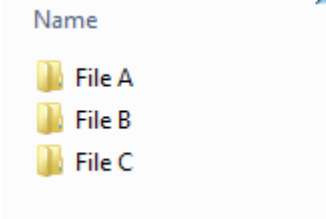
3.4.2 File B should contain Tab 3 of Section 3.6 of this ITN

3.4.2.1 One copy of the entire Organizational (Section 4.1.2) and Technical (Section 4.1.3) portion of the Offer in Adobe (.pdf) (this should be a searchable document), on a thumb drive. Large files may be included on separate thumb drives but must be properly labeled (Tab 3, Tab 4 etc.).

3.4.3 File C should contain Tabs 4, 5, and 6 of subsection 3.6 of this ITN

3.4.3.1 One copy of the contents of tabs 4, 5, and 6 of subsection 3.6 of this ITN for the Offer in Adobe (.pdf) (this should be a searchable document) and a copy of Attachment C – Price Sheet and Attachment F - Cost Savings and Value Added Worksheet in password protected Excel files (.xls or .xlsx).

Sample Electronic File:



Sample File Naming within File A:



3.4.4 File D - Redacted Copy

3.4.4.1 One REDACTED PDF File of the Offer

Sealed Offers are to be clearly marked on the outside of the package with the solicitation number, company name and Procurement Officer Name.

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

3.5 Responsiveness Requirements

Offeror must comply with all Responsiveness Requirements set forth in Form 7 in order for its Offer to be considered responsive and responsible. **The Department will not further evaluate Replies from Respondents that answer "No" to any of the Responsiveness Requirements or that fail to provide the documentation which the Respondents certified in Form 7 as having provided.** Responses to Attachment L - Technical Response; Attachment G – Industry Experience and Ability Narrative; and Attachment H – Enhancement Narrative, will be addressed at the evaluation phase and will not be evaluated for the determination of responsiveness of Offerors.

3.6 Contents of Offer

Offers are to be organized in sections as directed below. Failure to complete each section of the offer entirely may result in the Offer being deemed non-responsive. The Department reserves the right to waive any minor irregularity, technicality, or omission if the Department determines that doing so will serve the best interest of the state.

The costs related to the development and submission of a response to this ITN are the full responsibility of the Bidder and is not chargeable to the Department.

The Offeror is to organize each Offer as follows:

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

- a) Company name and physical address
- b) Contact information for primary point of contact
- c) Federal Employer Identification (FEID) Number
- d) Reservations to the terms and conditions if applicable

Tab 2 Completed Forms:

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

Surety or bonding letter or letter of credit (see Form 7)
Business Entity Documents (see Form 7)

Tab 3 Response to the ITN:

Offerors should submit the following information in the Offer, which will be evaluated against the criteria listed in the Evaluation Methodology (Section 4).

- Offeror’s response to Section 4.1.2-Organizational Component of the Offer (Attachment G).
- Offeror’s Technical response to Section 4.1.3 (Attachment L)
- Offeror’s response to Section 4.1.4 - Enhancement Narrative (Attachment H)

Tab 4 Attachment C – Price Sheet

Offerors shall submit the Price Sheet as specified in Section 3.9 and in the instructions of the Price Sheet.

Tab 5 Offeror should submit a draft Beginning of the Contract transition plan. The transition plan should be in accordance with Subsection 5.1 (Beginning of Contract Transition Plan and Services) of Attachment A – Statement of Work

Tab 6 The Offeror’s Attachment F – Cost Savings and Value Added Worksheet

3.7 Redacted Submissions

The following subsection supplements Section 19 of the PUR 1001. If an Offeror considers any portion of the documents, data, or records submitted in its Offer 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, Offeror is to mark the document as “Confidential” and simultaneously provide the Department with a separate redacted copy of its Offer. Include the specific statutory citation for such exemption. On the redacted copy provide the Department’s solicitation name, number and the Offeror’s name on the cover and clearly title it as, “Redacted Copy.” Only redact those portions of material that the Offeror claims is confidential, proprietary, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority.

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 Offeror that such an assertion has been made. It is the Offeror’s responsibility to assert that the information in question is exempt from

disclosure under Chapter 119, Florida Statutes, or other applicable law. If the Department becomes subject to a demand for discovery or disclosure of the Confidential Information of the Offeror in a legal proceeding, the Department shall give the Offeror prompt notice of the demand prior to releasing the information (unless otherwise prohibited by applicable law). The Offeror shall be responsible for defending its determination that the redacted portions of its Offer are confidential, proprietary, trade secret or otherwise not subject to disclosure. The Department may use counsel of its choosing to defend any such claims, and the Offeror shall promptly pay the Department's invoices for legal services on a monthly basis for all costs and expenses, including legal fees, incurred in defending such claims.

By submitting an Offer, the Offeror agrees to protect, defend and indemnify the Department for any and all claims arising from or relating to the Offeror's determination that the redacted portions of its Offer are confidential, proprietary, trade secret or otherwise not subject to disclosure. **If the Offeror fails to submit a redacted copy of information it claims is confidential, the Department will not be held responsible for producing the entire documents, data or records submitted to the Department in answer to a public records request for these records.**

3.8 Additional Information

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

3.9 Price Sheet Instructions

3.9.1 The Offeror shall submit Price Sheet (ATTACHMENT C) including the prices for initial and renewal years.

3.9.2 The Offeror shall provide a price(s) in each orange highlighted cell of each Price Sheet submitted. **FAILURE TO PROVIDE A PRICE IN EACH ORANGE HIGHLIGHTED CELL MAY RESULT IN THE DEPARTMENT DEEMING THE OFFEROR'S OFFER NON-RESPONSIVE.**

3.9.3 If mathematical error(s) in an Offeror's price sheet calculations are identified by the Department, unit prices submitted by the Offeror will be used to determine the total price for that Offeror. Pursuant to section 15 of the PUR 1001, the Department may seek to clarify prices with the Offeror and, if applicable, obtain corrected price sheets.

3.10 Application of Terms and Conditions

If an Offeror has reservations as to the terms and conditions presented in this ITN and its attachments, the Offeror may disclose such reservations in its Offer as provided in section 3.6. While the Department reserves the right to negotiate any term or condition during the negotiation process, the Offeror agrees that its offer is based on the assumption that the terms and conditions of Attachments B, J, and K apply.

SECTION 4. EVALUATION METHODOLOGY

4. 1 Evaluation Phase and Scoring

Each Offer determined to be in compliance with all Responsiveness Requirements and otherwise responsive and responsible will be evaluated and scored. The Department will evaluate and score only the information submitted in response to this ITN.

Offers shall be evaluated and scored as follows:

4.1.1 Organizational Component of the Offer (Attachment G) (200 Max Points)

Attachment G to the ITN contains instructions for the Organizational Component of the Offer to this ITN. Offerors shall submit their Organizational Component of the Offer in accordance with the instructions contained in Attachment G.

The information contained within the Organizational Component of the Offer will be evaluated as to the ability of the organization to deliver the resources necessary to complete the project in a timely manner, as defined below.

Evaluators shall review the Offer and determine whether the Organizational Component of the Offer:

Part I: Industry Experience and Ability

- | | |
|-------------------------------------|-----|
| a. Demonstrates exceptional ability | 150 |
| b. Demonstrates average ability | 100 |
| c. Demonstrates minimal ability | 50 |
| d. Fails to demonstrate ability | 0 |

Evaluators will consider the following questions:

- a. *How well does has the Offer demonstrated experience in performing contracts similar in size, duration, and scope to IRIS, FRS Online, CRM, and other system components as set forth in Table 1 in subsection 3.1.3 of the Statement of Work (collectively referred to herein as “the System”).*
- b. *How well does did the Offer’s narrative convey the Offeror’s ability, based on its experience, to deliver the services sought via the ITN?*
- c. *How well does the Offer’s narrative demonstrate the Offer’s ability, based on its corporate stability and financial strength, to handle a contract of this scope and size?*

Part II: Enhancement Experience and Ability

- | | |
|-------------------------------------|----|
| a. Demonstrates exceptional ability | 50 |
| b. Demonstrates average ability | 25 |
| c. Demonstrates minimal ability | 15 |
| d. Fails to demonstrate ability | 0 |

Evaluators will consider the following questions:

- a. *How well does the Offer’s narrative demonstrate the Offeror’s industry experience and ability to update and create efficiencies to systems similar in size and scope to the System, including updates and efficiencies similar to the enhancement goals listed in Part II of Attachment G?*

4.1.2 Technical Component of the Offer (Attachment A) (400 Max Points)

Attachment L to the ITN contains instructions for the Technical Component of the Offer to this ITN.

The information contained within the Technical Component of the Offer will be evaluated as to the ability of the organization to deliver the system requirements, as defined below.

1. Operations and Maintenance Tasks & Disaster Recovery (Response to subsections 1.7 and 1.8 of the Statement of Work): 175 Points Max

Demonstrates exceptional ability	175
Demonstrates average ability	100
Demonstrates minimal ability	50
Fails to demonstrate ability	0

Evaluators will consider the following questions:

Operations and Maintenance Tasks & Disaster Recovery (Sections 1.7 and 1.8 - SOW):

- a. *How well does the Offer demonstrate an understanding of the services to be procured through this solicitation?*
- b. *How well does the Offer meet the technical needs contained within this solicitation?*

2. Enhancements – System Development Life Cycle (Response to subsection 1.9 of the Statement of Work): 150 Points Max

Demonstrates exceptional ability	150
Demonstrates average ability	100
Demonstrates minimal ability	50
Fails to demonstrate ability	0

Evaluators will consider the following questions:

Enhancements – System Development Life Cycle (Section 1.9 - SOW):

- a. *How well does the Offer demonstrate an understanding of the services to be procured through this solicitation?*
- b. *How well does the Offer meet the technical needs contained within this solicitation?*

3. Staffing (Response to subsection 1.10 of the Statement of Work): 50 Points Max

Demonstrates exceptional ability	50
Demonstrates average ability	25
Demonstrates minimal ability	15
Fails to demonstrate ability	0

Evaluators will consider the following questions:

Staffing (Section 1.10 - SOW)

- a. *How well does the proposed staffing structure include the necessary staff with the relevant qualifications and experience to manage a contract of this scope and size?*
- b. *How well does the Offer demonstrate adequate staffing with appropriate professional certifications and credentials necessary to perform the services?*

- c. *How well does the Offer's proposed Key Staff's resumes and proposed staffing model meet the technical and business needs necessary to provide all of the services identified in the Statement of Work?*
- d. *How well does the Offer demonstrate adequate expertise to implement role separation?*

4. Offeror's Response to Contractor Deliverables (Response to Section 2 of the Statement of Work): 25 Points Max

Demonstrates exceptional ability	25
Demonstrates average ability	15
Demonstrates minimal ability	5
Fails to demonstrate ability	0

Evaluators will consider the following questions:

Offeror's Response to Contractor Deliverables (Section 2 - SOW)

- a. *How well does the Offer demonstrate an understanding of the Division's deliverable needs to be provided in this solicitation?*
- b. *How well does the Offer's proposed deliverables meet the Division's needs as contained within Attachment A – Statement of Work, section 2 of this solicitation?*

Points will be awarded based on the point structure above, for each technical requirement. The following total points are possible for a Technical Score:

Requirement Number	Requirement Title	Total Possible Score
1	Operations and Maintenance	175
2	Enhancements	150
3	Staffing	50
4	Contractor Deliverables	25
Total Possible Technical Score		400

4.1.3 Enhancement Narrative (Response to Attachment H): 150 Points Max

Demonstrates exceptional ability	150
Demonstrates average ability	100
Demonstrates minimal ability	50
Fails to demonstrate ability	0

Evaluators will consider the following questions:

Offeror's Response to Attachment H – Enhancement Narrative

- a. *How well does the Offer's narrative, in response to Attachment H – Enhancement Narrative, address the enhancement goals listed in that Attachment?*
- b. *How well does the Offer's narrative, in response to Attachment H – Enhancement Narrative, address the approach and method that would be used to provide the proposed enhancements described in the Offeror's response to that Attachment?*

4.2 Methodology for Determination of Competitive Range

The Department will combine the Respondent's Organizational Score, Technical Score, Enhancement Narrative Score, and Price Score to determine the Respondent's Total Offer Score.

The Department will use the Respondent's Total Offer Scores to determine a competitive range of Replies for the purpose of negotiations. The Department reserves the right to negotiate with one or more respondents within the competitive range or to reject all replies.

Criteria Title	Total Possible Score
Organizational Component	200
Technical Component	400
Enhancement Narrative	150
Pricing	250
Total Possible Offer Score	1000

4.2.1 Attachment C – Price Sheet (250 available points).

Price Component of the Offer (Attachment C) - 250 Total Possible Points

Attachment C to the ITN contains the requirements for the Price Component of the Offer to this ITN. Respondents shall submit their Price Component of the Offer in accordance with section 3.9 (Price Sheet Instructions) of this ITN.

1. IT O & M Services Base (Total Max Points 105)

The Respondent with the lowest total price for contract base shall receive 105 points. Other Respondents shall receive points for base services based upon the following formula:

$$\frac{(X)}{N} \times 105 = Z$$

Where:

X = lowest base total price of all replies submitted

N = Respondent's submitted base total price

Z = points awarded

The assignment of the points based on the above formula will be calculated by the Department.

2. IT O & M Services Renewal (Total Max Points 65)

The Respondent with the lowest total price for renewal contract shall receive 65 points. Other Respondents shall receive points for renewal services based upon the following formula:

$$\frac{(X)}{N} \times 65 = Z$$

Where:

X = lowest renewal total price of all replies submitted

N = Respondent's submitted renewal total price
Z = points awarded

The assignment of the points based on the above formula will be calculated by the Department.

3. Enhancements Base (Total Max Points 50)

The Respondent with the lowest total blended hourly rate for the base contract shall receive 50 points. Other Respondents shall receive points for base contract enhancement services based upon the following formula:

$$\frac{(X)}{N} \times 50 = Z$$

Where:

X = lowest total base blended hourly rate of all replies submitted
N = Respondent's submitted total base blended hourly rate
Z = points awarded

The assignment of the points based on the above formula will be calculated by the Department.

4. Enhancements Renewal (Total Max Points 30)

The Respondent with the lowest total blended hourly rate for the renewal contract shall receive 30 points. Other Respondents shall receive points for renewal contract enhancement services based upon the following formula:

$$\frac{(X)}{N} \times 30 = Z$$

Where:

X = lowest total renewal blended hourly rate of all replies submitted
N = Respondent's submitted total renewal blended hourly rate
Z = points awarded

The assignment of the points based on the above formula will be calculated by the Department.

5. Total Points Awarded

IT O & M Services Base Contract Points (+) IT O & M Services Renewal Points (+)
Enhancements Base Points (+) Enhancements Renewal Points = Total Number of Points

4.3 Negotiations

The Department may provide specific agenda topics to the invited Offeror(s) prior to the beginning of negotiations. The Department reserves the right to negotiate concurrently or separately with competing Offerors and may, at any time during the Negotiation Phase, invite an Offeror within the competitive range to negotiate or eliminate an Offeror from further consideration. The Department shall have the right to use any or all ideas or adaptations of the ideas presented in any Offer. Selection or rejection of a Offer does not affect this right. Additionally, the Department reserves the right to conclude negotiations at any time and proceed to contract. During the Negotiation Phase,

the Department may request clarification and revisions to replies (including best and final offers and revised best and final offers) until it is satisfied that it has achieved the best value. Negotiation meetings will be conducted in Tallahassee, Florida.

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

- Schedule additional negotiation sessions with any or all Offerors within the competitive range.
- Require any or all invited Offerors to provide additional revised or final written offers addressing specified topics.
- Require any or all invited Offerors to provide a written best and final offer, which includes pricing, services, and any other incentives.
- Re-open negotiations with any Offeror.
- Decline to conduct further negotiations with any Offeror.
- Invite Subject Matter Experts into negotiations or strategy sessions for purposes of assisting the Department.

The Department has sole discretion in deciding whether and when to take any of the foregoing actions, the scope and manner of such actions, the responsive Offeror or Offerors affected and whether to provide concurrent public notice of such decision.

4.4 Basis of Award

The Department intends to award a contract to the responsible and responsive Offeror whose BAFO the Department determines will provide the best value to the State based on the final selection criteria that shall include, but are not limited to, price, quality, design, and workmanship.

The Department has the right to use any or all ideas or adaptations of the ideas presented in any Offer. Selection or rejection of an Offer will not affect this right.

The Department reserves the right to award as determined to be the best value to the state and to accept or reject any and all Offers or separable portions and to waive any minor irregularity if the Department determines that doing so will serve the best interest of the state. An irregularity is not material and therefore, minor, when it does not give the Offeror a substantial advantage over other Offerors and thereby restrict or stifle competition.

4.5 Offer Disqualification

Offers that do not conform in all material respects to the solicitation or fail to include all required information, documents or materials may be rejected as non-responsive. Offers that contain provisions that are contrary to the requirements of the solicitation are not permitted. Offers with alternate provisions and conditions that are not consistent with the primary goals of the solicitation may be deemed non-responsive. Offerors whose past performance or current status does not reflect the capability in all respects to fully perform the contract requirements, or does not reflect the integrity or reliability that will assure good faith performance of the contract will be deemed non-responsive and their Offer found non-responsive. The Department reserves the right to determine which Offers conform in all material respects to the solicitation and which Offerors are responsive and responsible.

SECTION 5. AWARD AND CONTRACT EXECUTION

5.1 Agency Decision

The Department will post a Notice of Intent to Award to enter into one or more contracts with the Offeror(s) identified therein, on the VBS website: http://vbs.dms.state.fl.us/vbs/main_menu. If the Department decides to reject all Offers, it will post its notice on the VBS website: http://vbs.dms.state.fl.us/vbs/main_menu.

5.2 Rights for Award

The Department reserves the right to:

- Divide the work among Offerors by type of service, geographic area and/or both;
- Award contracts for less than the entire service area, less than all services encompassed by this solicitation, or both; and
- Award contract to another vendor if contract is not signed by originally awarded vendor(s) within 60 days

5.3 Contract Execution

The selected Offeror must execute a contract within 60 days of the Department's posting of the Notice of Intent to Award or the resolution of all protests related to this award, if applicable. Offeror's failure to timely execute a contract will deem the Offeror as having withdrawn its Offer and will cause the Offeror to be ineligible for an award under this procurement. The Department may, in its sole discretion, extend the number of days by which a contract must be signed or waive the requirement entirely.

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FORM 1 – CONTACT INFORMATION

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

For contractual purposes, should the Offeror be awarded, the contact person shall be (if this column is blank, the contact person for solicitation purposes shall be the contact person for contractual purposes):

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

Name of Offeror's Organization

Signature of Authorized Representative and Date

Print Name

FORM 2 - NOTICE OF CONFLICT OF INTEREST

Company Name _____

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

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

_____	_____
_____	_____
_____	_____

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

_____	_____
_____	_____
_____	_____

Name of Offeror's Organization

Signature of Authorized Representative and Date

Print Name

FORM 3 - NON-COLLUSION AFFIDAVIT

STATE OF _____
COUNTY OF _____

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

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

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

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

Dated this _____ day
of _____ 2018.

Name of Organization: _____

Signed by: _____

Print Name _____

Being duly sworn deposes and says that the information herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this _____ day of _____ 2018.

Notary Public: _____

My Commission Expires: _____

FORM 4 - STATEMENT OF NO INVOLVEMENT

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

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

Name of Offeror's Organization

Signature of Authorized Representative and Date

Print Name

FORM 5 – ADDENDUM ACKNOWLEDGEMENT FORM

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

Please list all Addendum(s) below.

Name of Offeror's Organization

Signature of Authorized Representative and Date

Print Name

FORM 6 – SUBCONTRACTING

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

Please complete a separate sheet for each subcontractor.

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

Service: _____

Company Name: _____

Contact: _____

Address: _____

Telephone: _____

Fax: _____

Current Registered as Certified Minority Business Enterprise (CMBE), Women-Owned Business (WBE) or Veteran-Owned Business? Yes _____ No _____

Occupational License No: _____

W-9 verification: Yes _____ No _____

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

FORM 7 – RESPONSIVENESS REQUIREMENTS

SOLICITATION SECTION REFERENCE	RESPONSIVENESS REQUIREMENTS	Yes /No Response
3.5	Does the Offeror certify that it is authorized to respond on behalf of its company to this ITN?	
3.5	Does the Offeror certify that its offer is based on the assumption that the terms and conditions of Attachments B, J, and K apply and has included any reservations to the terms and conditions in its cover letter?	
3.5	Does the Offeror certify that it is not on the Discriminatory or Convicted Vendors list as defined and identified in the PUR 1001?	
3.5	Does the Offeror certify, that if awarded, it will agree to register and complete an electronic Florida Substitute Form W-9 prior to contract execution? The Internal Revenue Service (IRS) receives and validates the information Vendors provide on the Florida Substitute Form W-9. For additional information, please visit: https://flvendor.myfloridacfo.com/	
3.5	Does the Offeror certify that: (I) it is: (1) Not on the Scrutinized Companies that Boycott Israel List; and (2) Not engaged in a boycott of Israel; and (II) If the Contract amount equals or exceeds \$1,000,000.00, it is: (1) Not listed on the Scrutinized Companies with Activities in Sudan List; and (2) Not listed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. https://www.sbafla.com/fsb/Portals/FSB/Content/Performance/Quarterly/2016_08_02_Web_Update_Prohibited_List.pdf	
3.5.	Does the Offeror certify that it is not on the DMS Suspended VendorList ?	
3.5	Does the Offeror certify that it is located and will provide services within the United States except as otherwise provided within this ITN?	
3.5	Does the Offeror certify they have provided Attachment C – Price Sheet, with a price in every orange highlighted cell below the instructions?	

3.5	Does the Offeror certify they have submitted a letter, signed on or after May 1, 2018, from a surety company or bonding agent authorized to do business in the State of Florida and written on the surety company or bonding agent letterhead that documents the Offeror's present ability to obtain a performance bond or irrevocable letter of credit in the amount of at least ten percent of the annual contract amount, excluding enhancements, as bid by the Offeror?	
3.5	<p>Does the Offeror certify they have submitted proof of Articles of Incorporation, or other legal recognition as a business entity by a state or territory of the United States, and/or Florida Department of State registration?</p> <p>NOTE: Pursuant to Section 607.1501, Florida Statutes, out-of-state corporations are required to obtain a Florida Certificate of Authorization pursuant to Section 607.1503(1), Florida Statutes, from the Florida Department of State, Division of Corporations, to transact business in the State of Florida. The Offeror agrees to attain such authorization within seven business days of notice of award, should the Offeror be awarded. Website: www.sunbiz.org</p>	

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

Name of Offeror's Organization

Printed Name of Organization's Authorized Representative

Signature of Organization's Authorized Representative

Date

**Staffing Affidavit
Regarding the ITN between
[TBD] (the "Contractor")
And
State of Florida, Department of Management Services
Contract No.: DMS 16/17-032**

The undersigned Contractor hereby attests that the Contractor is in compliance with **Subsection 1.10.7 – Work Performed outside of the United States** of the Statement of Work and **Section 22 – Subcontracting** of the Contract.

Contractor Name: [TBD]
Contractor's Federal Employer Identification Number (FEIN #): _____

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

Sworn to (or affirmed) and subscribed before me on this _____ day of _____ by

_____.

(Signature of Notary)

Check One:

Personally Known

Produced the following ID _____