



**Addendum No.: 1 to the following Invitation to Negotiate (ITN):**

**Maintenance, Monitoring, Testing and Inspections of Fire Alarm, Access and Security Systems**

**DMS-19/20-063**

Date: June 11, 2020  
 To: Prospective Respondents to ITN No.: DMS-19/20-063  
 From: Caitlen Boles, Procurement Officer  
 Subject: Updates to the ITN

- Section 1.8, Timeline of Events, the table is hereby amended as follows (deletions are shown by strikethrough and additions are bold and highlighted):

Timeline of Events	Event Time (Eastern Time)	Event Date
ITN posted on the VBS.		June 2, 2020
Respondent deadline to submit Form 9 – <b>Revised</b> Confidentiality Affidavit and Form 10 – Respondent Certification to the Procurement Officer.	5:00 pm	<del>June 11, 2020</del> <b>June 18, 2020</b>
Department’s anticipated date of shipping, via overnight delivery, of Attachment C – Tallahassee Equipment List, Attachment D – Regional Equipment List, Attachment E – Tallahassee Technical Specifications and Attachment F – Regional Technical Specifications.		<del>June 12, 2020</del> <b>June 19, 2020</b>
Mandatory Site Visits (Contact Facility Manager listed in Attachment B to Schedule)		<del>June 15, 2020 – June 29, 2020</del> <b>June 22, 2020 – July 6, 2020</b>
Deadline to submit questions to the Procurement Officer.	5:00 pm	<del>July 1, 2020</del> <b>July 8, 2020</b>
Department’s anticipated posting of answers to Respondent’s questions on the VBS.		<del>July 7, 2020</del> <b>July 14, 2020</b>

Timeline of Events	Event Time (Eastern Time)	Event Date
Deadline to submit Reply and all required documents to the Procurement Officer.	2:30 pm	<del>July 21, 2020</del> <b>July 28, 2020</b>
<p>Public Opening. Conference Room 101 4050 Esplanade Way Tallahassee, FL 32399</p> <p>GoToMeeting – Ways for Public to join / attend meeting:</p> <p><u>Join from computer, tablet or smartphone:</u> <a href="https://global.gotomeeting.com/join/234199085">https://global.gotomeeting.com/join/234199085</a></p> <p><u>Join by dialing in using a phone:</u> United States (Toll Free): 1 866 899 4679 United States: +1 (312) 757-3119 Access Code: 234-199-085</p> <p><u>Join from a video-conferencing room or system:</u> Dial in or type: 67.217.95.2 or inroomlink.goto.com Meeting ID: 234 199 085 Or dial directly: <a href="tel:234199085@67.217.95.2">234199085@67.217.95.2</a> or <a href="tel:67.217.95.2###234199085">67.217.95.2###234199085</a></p>	3:30 pm	<del>July 21, 2020</del> <b>July 28, 2020</b>
Evaluation Phase		<del>July 23, 2020 – August 6, 2020</del> <b>July 30, 2020 - August 13, 2020</b>
Negotiations Phase		<del>August 10, 2020 – October 5, 2020</del> <b>August 17, 2020 – October 12, 2020</b>

Timeline of Events	Event Time (Eastern Time)	Event Date
<p>Negotiation Team Public Meeting to recommend award.            Conference Room 101            4050 Esplanade Way            Tallahassee, FL 32399</p> <p>GoToMeeting – Ways for Public to join / attend meeting:</p> <p><u>Join from computer, tablet or smartphone:</u>  <a href="https://global.gotomeeting.com/join/234199085">https://global.gotomeeting.com/join/234199085</a></p> <p><u>Join by dialing in using a phone:</u>            United States (Toll Free): 1 866 899 4679            United States: +1 (669) 224-3319            Access Code: 581-375-493</p> <p><u>Join from a video-conferencing room or system:</u>            Dial in or type: 67.217.95.2 or inroomlink.goto.com            Meeting ID: 581 375 493            Or dial directly: <a href="tel:581375493">581375493@67.217.95.2</a> or 67.217.95.2##581375493</p>	3:00 pm	<p><del>October 7, 2020</del>  <b>October 15, 2020</b></p>
<p>Anticipated date to post Notice of Intent to Award on the VBS.</p>		<p><del>October 13, 2020</del>  <b>October 20, 2020</b></p>
<p>Anticipated Contract start date.</p>		<p><del>October 26, 2020</del>  <b>November 3, 2020</b></p>

- Section 2.2, Respondent Certification and Confidentiality Affidavit, of the ITN is hereby modified as follows (deletions are shown by strikethrough and additions are bold and highlighted):

**2.2 Respondent Certification and Confidentiality Affidavit**

To be eligible to submit a Reply to this ITN, Respondents must obtain the Tallahassee Equipment List (Attachment C), Regional Equipment List (Attachment D), Tallahassee Technical Specifications (Attachment E), and Regional Technical Specifications (Attachment F) directly from the Procurement Officer. These files contain Confidential Information.

To obtain these attachments, Respondents must submit a fully completed and signed copy of the **Revised** Confidentiality Affidavit (Form 9) and the Respondent Certification (Form 10) to the Procurement Officer, by email at [DMS.Purchasing@dms.myflorida.com](mailto:DMS.Purchasing@dms.myflorida.com), by the time and date indicated in subsection 1.8, Timeline of Events. **The Department will not accept changes to the forms.**

Upon receipt of the forms, the Department will review the forms and all information contained therein, and if the forms and Respondent's information are acceptable **properly completed**,

the Department will send the Tallahassee Equipment List (Attachment C), Regional Equipment List (Attachment D), Tallahassee Technical Specifications (Attachment E), and Regional Technical Specifications (Attachment F) on CD-ROM to the Respondent.

3. Form 9 – Confidentiality Affidavit, is hereby deleted in its entirety and replaced with Form 9 – Revised Confidentiality Affidavit, attached as part of this addendum. Vendors who previously submitted Form 9 – Confidentiality Affidavit are required to submit Form 9 – Revised Confidentiality Affidavit by the date and time listed in the Timeline of Events above. Any references in the ITN to “Form 9 – Confidentiality Affidavit” not otherwise amended in this addendum are deemed to refer to “Form 9 – Revised Confidentiality Affidavit”.

**Enclosure:**

Form 9 – Revised Confidentiality Affidavit

**End of Addendum No.: 1**

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 concerning this agency decision or intended decision must be timely filed with the Agency Clerk. Protests may be filed by courier, hand delivery, or regular mail at: Department of Management Services, Office of the General Counsel, Attention: Agency Clerk, 4050 Esplanade Way, Suite 160, Tallahassee, Florida 32399-0950. Protests may also be filed by fax at 850-922-6312, or by email at [agencyclerk@dms.myflorida.com](mailto:agencyclerk@dms.myflorida.com). It is the filing party's responsibility to meet all filing deadlines.

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## **Form 9 - Revised Confidentiality Affidavit**

This Confidentiality Affidavit (the "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_ 2020, by and between \_\_\_\_\_ hereinafter referred to as "the vendor," and the State of Florida (State), Department of Management Services, hereinafter referred to as "the Department."

The vendor warrants and represents that it intends to submit a Reply in response to the State solicitation No. ITN DMS-19/20-063 (the "ITN"). In order to adequately respond to the ITN, the vendor must have access to certain information that is considered confidential ("Confidential Information"). All such information provided by the Department during this procurement process shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information."

As a condition for its receipt and access to the Confidential Information, the vendor agrees as follows:

1. The vendor shall not use the Confidential Information for any purposes other than to respond to this ITN.
2. The vendor shall use appropriate safeguards to prevent the unauthorized use or disclosure of the Confidential Information.
3. The vendor shall not disclose, publish, release, transfer, or disseminate any Confidential Information except to respond to the ITN.
4. The vendor shall be liable for any violations by any of its employees (which term, as used in this Agreement, includes agents/subcontractors) who are provided or given access to Confidential Information and for any access by unauthorized persons.
5. The vendor shall abide by the following procedures in handling the Confidential Information:
  - a. The vendor shall password protect the Confidential Information upon receipt thereof.
  - b. The vendor shall only allow its authorized employees to access the Confidential Information.
  - c. The vendor will inform all authorized employees who access to the Confidential Information that:
    - i. The employee is not to share the password or the Confidential Information with any unauthorized person;
    - ii. At the end of the solicitation process, the employee will delete the Confidential Information from any laptop, desktop, or other electronic shared system under his/her control and will destroy any paper copies of the Confidential Information; and

- iii. The employee must confirm to the vendor that he/she has so deleted or destroyed the Confidential Information.
  - d. The vendor shall provide files and passwords separately to each authorized employee.
  - e. The vendor will maintain the list of all authorized employees granted access (“Access List”) to the Confidential Information. Employees expected to have access to the Confidential Information are to be listed in the chart on page 4 of this Agreement. If changes to the Access List have been made, the vendor will update the list at the time it submits its Reply. The vendor has a continuing obligation to update the Access List.
  - f. The vendor's employees who access the Confidential Information must sign on the page provided in this document agreeing to the restrictions set forth herein.
6. The vendor must report to the Department any unauthorized access, use, or disclosure of the Confidential Information within three (3) calendar days of discovery thereof.
7. If the vendor submits a Reply in response to the ITN, and is not awarded a contract, the vendor shall destroy the Confidential Information, including any copies, remaining in its possession, within the later of five (5) business days of the State’s notice of an intended award in connection with the solicitation, or the conclusion of any legal proceeding or protest regarding the procurement. At that time, the vendor shall provide a final Access List and certification that it has complied with this requirement to the Procurement Officer.
8. If the vendor does not submit a Reply in response to this ITN, the vendor shall destroy the Confidential Information, including any copies, by the time replies are due and submit a certification that it has complied with this requirement to the Procurement Officer.
9. In the event the Department suffers any losses, damages, liabilities, expenses, or costs (including by way of example only, attorney’s fees and disbursements) that are attributable, in whole or in part, to any failure by the vendor or any employee of the vendor to comply with the requirements of this Agreement, the vendor shall hold harmless and indemnify the Department and the State from and against any such losses, damages, liabilities, expenses, and/or costs.
10. The vendor acknowledges that the improper disclosure or impermissible use of the Confidential Information may cause irreparable harm to the Department and agrees that the Department may obtain an injunction to prevent the improper disclosure or copying, or other impermissible use of the Confidential Information. The Department’s rights and remedies hereunder are cumulative, and the State expressly reserves any and all rights, remedies, claims, and actions that it may have at law, now or in the future, to protect the Confidential Information and/or to seek damages for the vendor’s failure to comply with the requirements of this Agreement.
11. This Agreement shall be governed by the laws of the State of Florida. The vendor consents to personal jurisdiction in the appropriate State court, and exclusive venue shall be in Leon County, Florida.
12. The individual signing below warrants and represents that he/she is fully authorized to bind the vendor to the terms and conditions specified in this Agreement.

Vendor: \_\_\_\_\_

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

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