



4050 Esplanade Way  
Tallahassee, FL 32399-0950  
850-488-2786

**Ron DeSantis, Governor**

## **The State of Florida**

### **Department of Management Services**

#### **Invitation to Negotiate (ITN)**

#### **Electronic Signature (E-Signature) Solutions**

**ITN No: 21-43231500-ITN**

Procurement Officer: Zoe Seale  
Division of State Purchasing  
Florida Department of Management Services  
4050 Esplanade Way, Suite 360  
Tallahassee, FL 32399-0950  
Phone: 850-488-9996  
Email: [zoe.seale@dms.fl.gov](mailto:zoe.seale@dms.fl.gov)

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 850-9226312, or by email at [agencyclerk@dms.fl.gov](mailto:agencyclerk@dms.fl.gov). It is the filing party's responsibility to meet all filing deadlines.

The Procurement Officer should be copied on such filings.

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## **SECTION 1. INTRODUCTION**

### **1.1 Solicitation Objective**

The State of Florida Department of Management Services' (Department or DMS), Division of State Purchasing, is issuing this solicitation to establish a contract(s) for Electronic Signature (E-Signature) Solutions, to include On-Premise and Cloud-Based E-Signature Software, as well as related Maintenance, Training, and Professional Services. The Department intends to award a Contract to multiple Respondents. The Department reserves the right to award to one (1) or no Respondent(s), for all or part of the work contemplated by this ITN, as determined to be the best value to the State. Vendors interested in submitting a Reply must comply with all terms and conditions described in this solicitation.

The annual spend for E-Signature Solutions reported by Customers in calendar year 2020 was approximately \$739,341. This is for informational purposes only, not exhaustive, and should not be construed as representing actual, guaranteed or minimum spend under any new contract.

This solicitation and all agency decisions regarding this solicitation will be posted on the Vendor Bid System (VBS). Respondents and other interested parties are responsible for monitoring VBS for information regarding procurement opportunities and decisions and other matters relating to this procurement. A Respondent must submit its Reply and any questions regarding this solicitation through MyFloridaMarketPlace (MFMP) Sourcing. Additional information about submitting a Reply can be found in Section 3, General and Special Instructions, of this solicitation.

### **1.2 Term**

The term is as specified in the Draft Contract, Attachment A.

### **1.3 Questions Being Explored**

The Department would like to explore the following:

- a. What E-Signature Solution models meet a variety of Customers' needs statewide while ensuring competitive pricing through the Contract resultant from this ITN?
- b. Which service options promote the delivery of cost-efficient and high-quality E-Signature Solutions?
- c. What types of E-Signature solutions are available which provide a secure process, proof of signing, and an audit trail, all of which are sufficient for court admissibility?
- d. How does the Department maintain competitive pricing throughout the initial and renewal term of the Contract?
- e. What Professional Services are available which may add value for Customers?
- f. What are the best methods to achieve the service objectives in the Scope of Work?
- g. What are the best pricing methods available to achieve the service objectives in the Scope of Work?
- h. What type of pricing arrangement(s) are in the best interest of the State?

### **1.4 Goals of the ITN**

The goals of this ITN are to:

- a. Achieve or exceed the requirements stated in the Scope of Work attachment and the other ITN attachments.
- b. Promote the delivery of cost-efficient and high-quality E-Signature Solutions.

- c. Review and discuss Vendor-specific delivery and pricing models which may vary due to service delivery methods, products, and technologies.
- d. Provide combinations of services to meet a variety of Customers' needs statewide while ensuring competitive pricing through this procurement for the services throughout the Contract term.
- e. Explore whether new technologies and Professional Services exist that would further accomplish the goals of this ITN.
- f. Allow flexibility to discuss each Respondent's approach and ideas for meeting the requirements within the Scope of Work, compare current services to those being offered, and obtain competitive pricing.
- g. Provide the best value for the State.

## 1.5 Definitions

Definitions contained in section 287.012, F.S.; Rule 60A-1.001, Florida Administrative Code (F.A.C.); Contract Exhibit B, Special Contract Conditions; and the PUR 1001, General Instructions to Respondents (10/06), are incorporated by reference. In the event of a conflict, the definitions listed in this section supersede the incorporated definitions. All definitions apply in both their singular and plural sense.

- a) Business Day – Each day during which the State and its agencies are open for business, from 8:00 a.m. to 5:00 p.m. Eastern Time, Monday through Friday.
- b) Contract – Any binding agreement that results from this solicitation, if any, between the Department and the vendor. This definition replaces the definition in the PUR 1000.
- c) Contractor – The responsive and responsible Respondent(s) awarded and who enters into a Contract pursuant to this solicitation.
- d) Customer – An ordering entity, including state agencies and eligible users, as defined in Rule 60A-1.001, F.A.C.
- e) Reply – The formal response to an ITN.
- f) Respondent - A vendor who submits a Reply to this solicitation.
- g) State – The State of Florida.
- h) Vendor Bid System (VBS) – The State bidding system developed in accordance with section 287.042(3)(b)2., F.S. The Vendor Bid System may be accessed by visiting [http://www.myflorida.com/apps/vbs/vbs\\_main\\_menu](http://www.myflorida.com/apps/vbs/vbs_main_menu).

## 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 or ADA.Coordinator@dms.fl.gov at least five (5) Business Days prior to the scheduled event. If you are hearing or speech-impaired, please contact the ADA Coordinator by using the Florida Relay Service at (800) 955-8771 (TDD).

## 1.7 Procurement Officer

The Procurement Officer is the **sole point of contact** for this procurement. The contact information for the Procurement Officer is:

Zoe Seale  
Purchasing Analyst, Division of State Purchasing  
Florida Department of Management Services  
4050 Esplanade Way, Suite 360  
Tallahassee, FL 32399-0950  
Phone: 850-488-9996  
Email: [zoe.seale@dms.fl.gov](mailto:zoe.seale@dms.fl.gov).

**\*\*\*PLACE THE SOLICITATION NUMBER IN THE SUBJECT LINE OF ALL EMAILS TO THE PROCUREMENT OFFICER\*\*\***

## 1.8 Department's Rights to Reject Replies

The Department may reject any Reply not submitted in the manner specified by this solicitation.

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 non-responsive.

Respondents whose Replies, references, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of the 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.

In this solicitation, the words "should" or "may" indicate desirable attributes or conditions but are permissive in nature. Where language indicates that the attribute or condition is mandatory, the Department still reserves the right to waive any minor irregularity if the Department determines that it is in the best interest of the State to do so.

A deviation from a requirement or condition is material if, in the Department's discretion, it provides a substantial advantage to one Respondent over another or has a potentially significant effect on the quality of the Reply or on the cost to the State.

## 1.9 False or Erroneous Information

A Respondent who submits false or erroneous information may be deemed non-responsive or not responsible and not awarded a Contract.

If the Respondent's Reply is found to contain false or erroneous information after Contract award, the Contract may be terminated, and the Department may pursue any other legal action permitted by law.

## 1.10 Order of Precedence for Solicitation

In the event of a conflict, the conflict will be resolved in the following order of priority (highest to lowest):

- a) Addenda to Solicitation, if issued (in reverse order of issuance)

- b) This ITN
- c) Draft Contract, Attachment A
- d) Scope of Work, Contract Exhibit A
- e) Additional Special Contract Conditions, Contract Exhibit B
- f) Special Contract Conditions, Contract Exhibit C
- g) Other ITN Attachments

**1.11 Timeline of Events**

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

Timeline of Events	Event Time (ET)	Event Date
ITN posted on VBS and in MFMP Sourcing.		5/5/2021
Deadline to submit questions in MFMP Sourcing.	12:00 P.M.	5/28/2021
Department's anticipated posting of answers to Respondent's questions.		6/15/2021
Deadline to submit Reply and all required documents in MFMP Sourcing.	10:00 A.M.	7/2/2021
Public Teleconference Meeting: Reply Opening <b>Non-Mandatory</b> for Respondents Conference Call No.: 888-585-9008 Conference Room No.: 145-153-086	10:01 A.M.	7/2/2021
Anticipated Evaluations Phase.		7/26/2021 – 8/27/2021
Anticipated Negotiations Phase.		9/6/2021 – 12/8/2021
Negotiation Team Public Teleconference Meeting <b>Non-Mandatory</b> for Respondents Conference Call No.: 888-585-9008 Conference Room No.: 145-153-086	10:00 A.M.	1/4/2022
Anticipated date to post Notice of Intent to Award		1/18/2022
Anticipated Contract start date.		2/1/2022

## **SECTION 2. SOLICITATION PROCESS**

### **2.1 General Overview**

The ITN is a method of competitively soliciting contractual services under section 287.057(1)(c), Florida Statutes. This solicitation will be administered through the Vendor Bid System (VBS) and MyFloridaMarketPlace (MFMP). Vendors interested in submitting a Reply should meet or exceed the requirements within the Scope of Work. The Department will hold a public opening of the Replies at the date, time, and location provided in the Timeline of Events.

The ITN process is divided into two (2) phases: the evaluation phase and the negotiation phase. The evaluation phase involves the Department's evaluation of Replies in accordance with this ITN. During this phase, the Department evaluates all responsive Replies using the assessment scale against all evaluation criteria to establish a competitive range of Replies reasonably susceptible of award. The Department then selects one (1) or more Respondents within the competitive range with which to commence negotiations.

The negotiation phase involves negotiations between the Department and one or more Respondents whose evaluated Replies were determined to be within the competitive range, in accordance with this ITN. During this phase, the Department may request revised Replies and Best and Final Offers (BAFOs) based on the negotiations. Once negotiations have concluded and BAFOs have been received and reviewed, the Department will hold a negotiation team public meeting to recommend Contract award(s). The Department intends to post a notice of Intent to Award Contract(s), identifying the responsive and responsible Respondent(s) that provide the best value to the State based on the selection criteria set forth in Subsection 5.7, Selection Criteria, of the ITN.

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

### **2.2 Governance**

The solicitation is governed by Florida law, including Chapters 287 and 120, F.S., and Rule Chapters 60A-1 and 28-110, F.A.C.

### **2.3 Pre-Reply Conference**

A pre-Reply conference will not be held for this solicitation.

### **2.4 Public Opening**

Replies will be opened on the date and at the time and location indicated in the "Timeline of Events" section. Respondents are not required to attend the public opening. The Department anticipates announcing only the names of Respondents who submitted a Reply at this public meeting, in accordance with section 119.071(1)(b), F.S.

### **2.5 Questions and Answers**

The Department invites interested vendors who are registered with MFMP to submit questions regarding the solicitation in MFMP Sourcing. Respondents will submit all questions during the Question and Answer period in MFMP Sourcing. The deadline for submission of questions is reflected in Subsection 1.10, Timeline of Events.

The Department will post the questions submitted by Vendors and the written answers of the Department to VBS.

**2.6 Addenda to the Solicitation**

The Department reserves the right to modify this solicitation by issuing addenda. Addenda may modify any aspect of this solicitation. Any addenda issued will be posted on VBS. It is the Respondent's responsibility to check VBS and MFMP Sourcing for any changes throughout the procurement process and prior to submitting a Reply.

**2.7 Contract Formation**

No Contract shall be formed between a Respondent(s) and the Department until both parties sign the Contract. The Department shall not be liable for any work performed before the Contract is effective.

The final Contract will be composed of the following:

- Attachment A: Draft Contract
- Contract Exhibit A: Scope of Work
- Contract Exhibit B: Additional Special Contract Conditions
- Contract Exhibit C: Special Contract Conditions
- Contract Exhibit D: Contractor's Submitted BAFO

Please note: 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.

**2.8 Modification or Withdrawal of Reply**

Respondent is responsible for the content and accuracy of its Reply. A Respondent may modify or withdraw its Reply in MFMP Sourcing at any time prior to the Reply due date as specified in the Timeline of Events section of this solicitation.

**2.9 Cost of Reply Preparation and Independent Preparation**

The costs related to the development and submission of a Reply to this solicitation are the full responsibility of the Respondent and are not chargeable to the Department. A Respondent shall not, directly or indirectly, collude, consult, communicate, or agree with any other Respondent as to any matter related to the Reply each is submitting. Additionally, a Respondent shall not induce any other person to modify, withdraw, submit, or not submit a Reply.

**2.10 Respondent Firm Offer**

The Department intends to make an award within 180 calendar 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 180 calendar days, not including days the solicitation is stopped due to bid protests, the Reply shall remain firm until the Department enters into a Contract or the Department receives from the Respondent written notice that the Reply is withdrawn.

## **SECTION 3. GENERAL AND SPECIAL INSTRUCTIONS**

### **3.1 General Instructions to Respondents (PUR 1001 Form)**

The PUR 1001 Form, General Instructions to Respondents, is incorporated by reference into this solicitation but is superseded to the extent set forth herein. The form can be accessed at:

[http://www.dms.myflorida.com/business\\_operations/state\\_purchasing/documents\\_forms\\_references\\_resources/purchasing\\_forms](http://www.dms.myflorida.com/business_operations/state_purchasing/documents_forms_references_resources/purchasing_forms).

**Sections 3, 4, 5, 9, 14, 15, 19, and 20 of the PUR 1001 Form are inapplicable and are replaced as follows:**

#### **Section 3. Electronic Submission of Offers**

Replies shall be submitted in accordance with Subsection 3.2, Submitting a Reply.

#### **Section 4. Terms and Conditions**

All Replies are subject to the terms of this solicitation, which, in case of conflict, will have the order of precedence listed in Section 1.10, Order of Precedence for Solicitation of this ITN.

The Department will not consider any conditions submitted by a Respondent, including any appearing in documents attached as part of a Respondent's response. In submitting its Reply, a Respondent agrees that any additional conditions, whether submitted intentionally or inadvertently, shall have no force or effect.

#### **Section 5. Questions**

Submit questions in accordance with Subsection 2.5, Questions and Answers.

#### **Section 9. Respondent's Representation and Authorization.**

In submitting a Reply, the Respondent certifies that it understands, represents, and acknowledges the following:

- a. The Respondent is not currently under suspension or debarment by the State or any other governmental authority.
- b. The Respondent currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
- c. The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any entity or person to submit a complementary or other noncompetitive Reply.
- d. The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other Respondent or potential Respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any Respondent or potential Respondent, and they will not be disclosed before the solicitation opening.
- e. The Respondent has fully informed the Department in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a), Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation any state or federal law involving a public entity crime (as defined in section 287.133(1)(g), F.S.). This includes disclosure of the names of current employees who were convicted of public entity crimes while in the employ of another company.

- f. Neither the Respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or in a position involving the administration of federal funds:
  - Is presently indicted or, within the preceding three (3) years, has been convicted or found guilty of, or found civilly liable for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
  - Has within a three-year period preceding this certification had one (1) or more federal, state, or local government contracts terminated for cause or default.
- g. The Respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions, with the understanding that negotiations will be conducted with responsive and responsible Respondents who meet the criteria set forth in this ITN.
- h. If an award is made to the Respondent, the Respondent agrees that it will execute the Contract.
- i. The Respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the Reply, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the Reply.
- j. The Respondent shall indemnify, defend, and hold harmless the Department, Customers, and their employees, against any cost, damage, or expense which may be incurred or be caused by the Respondent's Reply (including any errors therein).
- k. All information provided by, and representations made by, the Respondent are material and important and will be relied upon by the Department in awarding the Contract. Any misstatement may be treated as fraudulent concealment from the Department and Customers of the true facts relating to submission of the Reply. A misrepresentation may be punishable under law.

#### **Section 14. Firm Response**

The offer will be held firm in accordance with Subsection 2.10, Respondent Firm Offer.

#### **Section 15. Clarifying Information**

The Department may request, and Respondent shall provide, clarifying information or documentation. Failure to supply the information or documentation as requested may result in the Reply being deemed non-responsive.

#### **Section 19. Public Records**

Article 1, section 24, Florida Constitution, guarantees every person access to all public records, and section 119.011, F.S., provides a broad definition of "public record." As such, the entirety of the Replies are public records and are subject to disclosure unless exempt from disclosure by law. If the Respondent considers any portion of its Reply to be Confidential Information, the Respondent is to mark the document as "confidential" and simultaneously provide the Department with a separate, redacted copy of its Reply. For each portion redacted, the Respondent is to briefly describe in writing the grounds for claiming exemption, including the specific statutory citation for such exemption. On the cover of the redacted copy, the Respondent is to provide its name and the Department's

solicitation name and number and clearly title it, "Redacted Copy." Only portions of material that the Respondent claims are Confidential Information are to be redacted.

In accordance with section 119.0701, F.S., Replies are exempt from production in response to public records requests until such time as the Department provides notice of an intended decision or until 30 days after opening the Replies, whichever is earlier. After that time, the Department will provide the redacted copy, if any, in response to a public records request.

In the event of a request for public records pursuant to Chapter 119, F.S., 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 redacted Confidential Information, the Department will notify the Respondent such an assertion has been made. It is the Respondent's responsibility to take the appropriate legal action to assert that the information in question is exempt from disclosure under Chapter 119, F.S., or other applicable law.

If the Department becomes subject to a demand for discovery or disclosure of documents that are marked as "confidential" in a legal proceeding, the Department will give the Respondent notice of the demand or request. It will be the Respondent's responsibility to take the appropriate legal action in response to the demand and to defend its claims of confidentiality. If the Respondent fails to take appropriate and timely action to protect the materials it has designated as Confidential Information, the Department will provide the unredacted materials to the requester.

By submitting a Reply, the Respondent agrees to protect, defend, and indemnify the Department for all claims arising from or relating to the Respondent's determination that the redacted portions of its Reply are Confidential Information. If a Respondent fails to submit a redacted copy in accordance with this section, of information it claims is Confidential Information, the Department is authorized to produce the entire material submitted to the Department in response to a public records request for, or demand for discovery or disclosure of, these records.

### **Section 20. Protests**

Any protest concerning this solicitation must be made in accordance with sections 120.57(3) and 287.042(2), F.S., and Chapter 28-110, F.A.C. Any communication not in accordance with these sections or the solicitation, including questions to the Procurement Officer, will not constitute formal notice of a protest.

### **3.2 MFMP Transaction Fees**

All payments issued by Customers to registered Vendors for purchases of commodities or contractual services shall be assessed transaction fees per section 287.057(22), F.S. The awarded Vendor(s) shall pay the transaction fees and agree to automatic deduction of the transaction fees, when automatic deduction becomes available. The awarded Vendor(s) shall submit any monthly reports required pursuant to Rule 60A-1.031, F.A.C. All such reports and payments shall be subject to audit. Failure to comply with the payment of the transaction fees or reporting of transactions shall constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State.

### **3.3 Florida Substitute Form W-9 Process**

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

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

The awarded Respondent(s), if any, must have completed this process prior to Contract execution.

### **3.4 Registration with the Florida Department of State**

If awarded a Contract, the Respondent shall provide the Department with a PDF file of its current and active registration with the Florida Department of State ([www.sunbiz.org](http://www.sunbiz.org)) prior to Contract execution. Pursuant to section 607.1501, F.S., foreign corporations may not transact business in the State until they obtain a Certificate of Authorization from the Florida Department of State. In the alternative, the Respondent shall certify to the Department that it is exempt from registration with the Florida Department of State.

### **3.5 Limitation on Contact with Government Personnel (Subsection 287.057(23), F.S.)**

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, F.S.), Respondents 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 a Reply.

### **3.6 Commitment to Diversity in Government Contracting**

The State is committed to supporting its diverse business population by involving woman-, veteran-, and minority-owned business enterprises in the state's purchasing process. The Department supports diversity in its procurements, and requests that all subcontracting opportunities afforded by this solicitation be shared with certified woman-, veteran-, and minority-owned business enterprises. The award of subcontracts should reflect the vast array of citizens in the State. Respondents can search for certified businesses online at the Office of Supplier Diversity's Certified Vendor Directory or by contacting 850-487-0915 for information on certified businesses that may be considered for subcontracting opportunities. The Certified Vendor Directory is accessible at <https://osd.dms.myflorida.com/directories>.

The Office of Supplier Diversity's Mentor-Protégé Program connects certified businesses with private business entities for business development mentoring. The Department strongly encourages Vendors doing business with the State to consider becoming a Mentor and participating in this initiative. More information on the Mentor-Protégé Program may be obtained by contacting the Office of Supplier Diversity at 850-487-0915 or [osdinfo@dms.fl.gov](mailto:osdinfo@dms.fl.gov).

## **SECTION 4. RESPONDENT SUBMISSION(S)**

This section contains the substantive requirements of the requested Reply. Respondents shall answer all mandatory questions and submit all documentation requested as part of this section in accordance with the instructions presented for each subsection.

#### 4.1 Responsive Requirements

Respondents shall provide the documentation required in this section to be considered responsive.

- 4.1.1 Respondents shall submit a completed Attachment D, Responsive Requirements Form. **The Department will not review Replies from Respondents who do not meet the minimum mandatory requirements listed in Attachment D.**
- 4.1.2 Respondents shall provide the Department with an Experience Reply, as described in Attachment B, Experience Reply Instructions and Evaluation Criteria. **The Department will not review Replies for E-Signature Solutions for which Respondents do not submit an Experience Reply.**
- 4.1.3 Respondents shall provide the Department with a Technical Reply, as described in Attachment C, Technical Reply Instructions and Evaluation Criteria, for each E-Signature Solution proposed. **The Department will not review Replies for E-Signature Solutions for which Respondents do not submit a Technical Reply.**

#### 4.2 Contents of Reply

The Respondent should submit its Reply in the following format and organized with all information indicated in each part below:

##### **PART ONE: Executive Summary**

The Respondent should include an Executive Summary, no longer than ten (10) pages in length, that demonstrates the Respondent's overall understanding of the need for and purpose of the ITN and describes the salient features of the Respondent's Technical Reply(ies) and upload an electronic copy into the MFMP Sourcing application. No points will be awarded for the Executive Summary.

##### **PART TWO: Experience Reply**

The Respondent should submit a detailed Experience Reply that provides all of the information requested in Attachment B, Experience Reply Instructions and Evaluation Criteria, and upload an electronic copy into the MFMP Sourcing application.

##### **PART THREE: Technical Reply**

The Respondent should submit detailed Technical Reply(ies) for each of its proposed solutions that provide all the information requested in Attachment C, Technical Reply Instructions and Evaluation Criteria, and upload an electronic copy into the MFMP Sourcing application. If the Respondent is proposing more than one E-Signature Software Solution, the Respondent shall submit one full and complete Technical Reply for each E-Signature Solution proposed.

### **SECTION 5. SELECTION METHODOLOGY**

#### 5.1 Responsiveness and Responsibility

The Department will determine which Respondents are responsive and responsible, and which have submitted a Responsive Reply that meets the requirements of this solicitation (see section 287.012, Florida Statutes). The Department will perform the initial responsiveness check. Replies found to be nonresponsive will not be evaluated. The use of mandatory language, such as "must" or "shall" in Attachment A, Draft Contract and

Contract Exhibit A, Statement of Work, does not impose responsiveness requirements. (Note: Final Contract documents will be negotiated during the negotiation phase of the procurement.)

The Department reserves the right to act upon information discovered after the initial responsiveness check impacting the responsibility or responsiveness of the Respondent.

## 5.2 Evaluation Process – General Overview

The Department will appoint evaluators for the evaluation and scoring of the Responsive Replies for the evaluation phase. Each evaluator will be provided a copy of each Respondent's Reply that is deemed Responsive.

The evaluators will score Replies against the evaluation criteria set forth in subsection 5.5, Evaluation Criteria, in order to establish a competitive range of Replies reasonably susceptible of award.

See subsection 5.8, Negotiations, for information on the negotiation phase of the ITN. All Replies that meet Responsiveness Requirements will be evaluated as described in Section 5, Selection Methodology.

## 5.3 Evaluation Criteria

The evaluators will independently review and evaluate the Responsive Replies. Using the criteria established in Attachment B, Experience Reply Instructions and Evaluation Criteria, and Attachment C, Technical Reply Instructions and Evaluation Criteria, the evaluators will assign a score for all scored sections of the Respondent's Experience Reply and each of its Technical Reply(ies). The highest total final score will be determined by combining the average of the evaluator Experience Reply scores and Technical Reply scores. If the Respondent is proposing more than one E-Signature Software (i.e., software offered by more than one developer, publisher, and/or distributor), the Technical Reply for each E-Signature Software proposed will be evaluated separately from any other Technical Reply(ies) submitted by the same Respondent. In determining the quality of a Reply, the evaluators will use the following guiding questions:

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

The scoring methodology is outlined below:

Reply	Available Points
A. Experience Reply (Attachment B)	800
B. Technical Reply (Attachment C)	2,400
<b>Total Available Points (A + B)</b>	<b>3,200</b>

The Department requests that proposed Professional Services be provided within Attachment C, Technical Reply. However, Professional Services will not be scored during the Evaluation Process. They will be discussed during the Negotiations Process.

Scoring for each submission will be a total of the evaluator's scores for all scored sections of the Respondent's Experience Reply and Technical Reply.

#### **5.4 Other Department Rights for Evaluation**

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

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

#### **5.5 Negotiations**

##### **5.5.1 Negotiations Process – General Overview**

After the evaluation of Replies based on the criteria identified above, the Department will establish a competitive range of Replies reasonably susceptible of award and will select one (1) or more Respondents within the competitive range to commence negotiations.

The Department will establish a negotiation team to conduct the negotiations. The negotiation team will make a recommendation of (an) award(s) to the Respondent(s) that will provide best value based on the selection criteria in the ITN. The negotiation team will not be bound by evaluator scoring but may use the evaluator scoring as a reference tool during the negotiation process. Evaluators' scores will not be used for the determination of best value.

Prior to the first negotiation session, upon the Department's request, Respondent shall provide:

- 1) The Respondent's standard retail pricing for all offered E-Signature Solutions
- 2) The Respondent's proposed price for all offered E-Signature Solutions
- 3) The price set or suggested by the software's third-party publisher or distributor (required for Department consideration of Contract price adjustments pursuant to section 14.1, Price Adjustments, of the SOW)

Prices submitted may be reduced during negotiations but cannot be raised unless the increase is reflected in the BAFO and is directly related to changes in offered services in the BAFO and as negotiated in accordance with this ITN. During the negotiation process, the Department also reserves the right to negotiate a la carte services, categories, and components of services.

The Department reserves the right to request and negotiate pricing for various items such as per document package, signer, user, group/role, training (initial and ongoing), etc.

The format and content of any pricing submissions, including but not limited to BAFOs, may be amended during negotiations at the discretion of the negotiation team.

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

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

The Department reserves the right to negotiate concurrently or sequentially with competing Respondent(s). Negotiations will not be open to the public but will be recorded. Recordings of negotiations and negotiation team strategy meetings will be subject to the provisions of section 286.0113, Florida Statutes.

Negotiation meetings will be conducted in Tallahassee, Florida, if conducted in-person, or using technology-based solutions, if conducted remotely. The Department reserves the right to schedule in-person negotiations at a different location in the State. The Department may distribute an agenda in advance of any negotiation session. Representatives for each Respondent should plan to be available, at least by telephone, without interruptions, for the entirety of the Respondent's scheduled negotiation meeting(s).

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

### **5.5.2 Respondent Attendance at Negotiations**

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

### **5.5.3 Revised Replies and Best and Final Offers**

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

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

### **5.5.4 Other Department Rights During Negotiations**

The Department has sole discretion in deciding whether and when to take any of the following actions and to decide the scope and manner of such actions.

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

- a) Schedule additional negotiation sessions with any or all Respondents.
- b) Require any or all Respondents to provide additional, revised, or final written Replies or BAFOs addressing specific topics, including, but not limited to, modifications to the solicitation specifications, terms and conditions, or business references.
- c) Require any or all Respondents to provide revised Replies and written BAFOs.
- d) Require any or all Respondents to address services, prices, or conditions offered by any other Respondent.
- e) Determine the responsiveness of any additional, revised, or final written Replies or BAFOs.
- f) Pursue a Contract with one (1) or more Respondents for the services encompassed by this solicitation, including any addendums thereto and any request for additional, revised, or final written Replies or request for BAFOs.
- g) Pursue the division of Contracts between Respondents by type of service or geographic area, or both.
- h) Finalize Contract terms and conditions with any Respondent at any time.
- i) End negotiations with any or all Respondents at any time, regardless of the status of or schedule of negotiations, and to continue with other Respondents, or not continue with any Respondents.
- j) Conclude negotiations at any time and proceed to Contract award.
- k) Re-open negotiations with any responsive Respondent.
- l) Take any additional, administrative steps deemed necessary in determining the final award, including conducting demonstrations, additional fact-finding, evaluation, or negotiation where necessary and consistent with the terms of this solicitation.
- m) Request the assistance of and use subject matter experts for any portion of the procurement or throughout the procurement.
- n) Review and rely on relevant information contained in the Replies.
- o) Request pricing options different from the initial pricing provided by the Respondent. This information may be requested and used in negotiations.
- p) Request business references and materials related to a reference check.
- q) Contact Respondent's customers, if any, or other entities with information relevant to the Respondent's responsibility, experience, and/or ability.

#### **5.5.5 Negotiation Meetings Not Open to Public**

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

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

## **5.6 Award Selection**

Contract(s) will be awarded, if any award is made, to the Responsive and Responsible Respondent(s) whose BAFO(s) is assessed as providing the best value to the State in accordance with the selection criteria of this ITN.

## **5.7 Selection Criteria**

The following award selection criteria will apply for this ITN:

- a) The Respondent's prior relevant experience and the overall professional experience of the Respondent at providing the proposed products and services;
- b) The Respondent's ability and approach to meeting the goals of the ITN, as stated in subsection 1.3, Goals of the ITN;
- c) The Respondent's ability and approach to providing the services sought in the SOW; and
- d) The Respondent's pricing.

## **5.8 Department's Negotiation Team Recommendation**

The Department's Negotiation Team will make a recommendation as to the Contract award(s) that will provide the best value to the State based on the selection criteria.

# **SECTION 6. AWARD**

## **6.1 Rights for Award**

The Department reserves the right to:

- a. Award a contract to one (1) or more Respondents for the services encompassed by this solicitation.
- b. Award a contract to one (1) or more Respondents, or no Respondents at all, for all or part of the work contemplated by this solicitation.
- c. Select one (1) or more Respondents by type of service, geographic area, and/or both.
- d. Award contracts for less than the entire geographic area.
- e. Award and contract with other Responsive and Responsible Respondents in the event that the Department is unable to contract with the initially awarded Respondent(s).
- f. Reject all Replies and determine whether to reissue a competitive solicitation.
- g. Withdraw or cancel the solicitation and make no award.

The Department reserves the right 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 best interest of the State.

## **6.2 Other Reserved Rights**

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

## **6.3 Electronic Posting of Notice of Intended Award**

The Department shall electronically post a Notice of Intended Award on VBS for review by interested parties at the time and location specified in the Timeline of Events.

#### **6.4 No Contract until Execution**

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

### **SECTION 7. MFMP SPECIAL INSTRUCTIONS**

#### **7.1 How to Submit a Reply in MyFloridaMarketPlace**

MFMP Sourcing Attachments File Naming Convention: Attachments submitted in MFMP Sourcing should be similar to the following file naming conventions:

JohnDoeLLC\_Executive Summary.pdf  
JohnDoeLLC\_Attachment D\_Responsive Requirements Form  
JohnDoeLLC\_Experience Reply.pdf  
JohnDoeLLC\_Technical Reply\_Solution 1.pdf  
JohnDoeLLC\_Technical Reply\_Solution 2.pdf (if applicable)

The Respondent is responsible for submitting its Reply in MFMP Sourcing by the date and time specified in the Timeline of Events section of this solicitation.

By submitting a Reply, the Respondent certifies that it agrees to and satisfies all criteria specified in this solicitation.

##### **7.1.1 MFMP Registration**

In order to submit questions regarding this procurement, and to submit a Reply, a Vendor must be registered in the MFMP Vendor Information Portal (VIP). After registering, the Vendor should log in to MFMP VIP using its username and password to ensure that its contact information is correct and that it has registered with the matching commodity code(s) of the MFMP Sourcing event. To participate in the procurement, a Vendor must also indicate its intent to participate in electronic solicitations in MFMP Sourcing on the "Solicitation Selections" page of its MFMP VIP account.

If the Vendor is not currently registered with MFMP VIP, the Vendor must:

- a) Create an account through MFMP VIP.
- b) Within MFMP VIP, indicate on the "Solicitation Selections" page that the Vendor wishes to participate in electronic solicitations.
- c) Within MFMP VIP, in the "Commodity Codes" section, ensure that the Vendor has selected the matching commodity codes used in this procurement. VBS and MFMP Sourcing may provide automated notifications to the Vendor community, as a courtesy, based on commodity codes that are tied to a Vendor's registration in MFMP VIP. Vendors with a commodity code that matches the commodity code of the MFMP Sourcing event will be able to "Join" the MFMP Sourcing event. If a Vendor does not have a matching commodity code, VBS and MFMP Sourcing will not provide a courtesy notification and the Vendor will not be able to "Join" the MFMP Sourcing event. Vendors will not receive notifications for procurements with commodity codes that they have not selected in their MFMP VIP account.

Vendors have the ability to access and update their registration in MFMP VIP by adding commodity codes to their Vendor account. Changes made in MFMP VIP, including new registrations, may take up to 24 hours to take effect.

The MFMP VIP is accessible at <https://vendor.myfloridamarketplace.com/>.

The Department strongly recommends the Vendor set its Microsoft Internet Explorer browser to compatibility mode while using MFMP applications. For more information regarding recommended internet browser settings, please visit [https://www.dms.myflorida.com/business\\_operations/state\\_purchasing/myfloridamarketplace/mfmp\\_agency\\_customers/mfmp\\_university/job\\_aids](https://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/mfmp_agency_customers/mfmp_university/job_aids)

**ALL VENDORS MUST “JOIN” THE MFMP SOURCING EVENT PRIOR TO THE DEADLINE TO SUBMIT REPLY DATE LISTED IN THE TIMELINE OF EVENTS IN ORDER TO PARTICIPATE IN THIS SOLICITATION.**

Once registered in MFMP, in order to “Join” the MFMP Sourcing event, Vendors must:

- a) Have a current MFMP Vendor registration within MFMP VIP; and
- b) Select “Yes” to participate in electronic sourcing events in MFMP Sourcing on the “Solicitations” page of their MFMP VIP account.
- c) Within MFMP VIP, in the Commodity Selections section, ensure that the Vendor has selected the matching commodity code(s) used in this procurement. Vendors will not be able to join or receive notifications for procurements with commodities codes that they have not selected in their MFMP VIP account.

MFMP Sourcing is accessible at <https://sourcing.myfloridamarketplace.com>.

**7.1.2 MFMP Sourcing Phases**

A solicitation formally begins when the Department posts the solicitation on VBS. The Department will also publish the solicitation in MFMP Sourcing. Do not rely on MFMP Sourcing for notices of solicitation or agency decisions. VBS is the centralized procurement website designated by the Department for agency decisions or intended decisions. MFMP Sourcing is the application for submitting formal questions and Replies in response to the Department’s solicitation. The answers to the formal questions will be posted on VBS.

The following are MFMP Sourcing phases:

Preview Status

When this solicitation is published as a “Public Event” in MFMP Sourcing, it will initially exist in a “Preview” status. During the “Preview” status, Vendors without a matching commodity code can only preview the MFMP Sourcing event using the “Public Access” feature. Vendors with a matching commodity code can “Join” the event, view and download solicitation documents, and accept the “Bidder’s Agreement.”

In accordance with the time stated on the Timeline of Events, Vendors may submit questions to the Procurement Officer in the “Messages” tab of the MFMP Sourcing event, during the Preview status, after they have joined the event. The solicitation will remain in “Preview” status until the “Open” status begins.

### Open Status

When a solicitation is in “Open” status, all registered Vendors with a matching commodity code who “Join” the MFMP Sourcing event and accept the “Bidders Agreement” may submit Reply(ies) until the ITN due date and time listed in the “Timeline of Events” section, above.

### Pending Selection Status

After the Reply due date and time, the solicitation will enter “Pending Selection” status. During this phase of the solicitation, the “Pending Selection” tab will appear in MFMP Sourcing.

### Completed Status

If the tab in MFMP Sourcing indicates “Completed,” either an agency decision or an intended decision has been posted on VBS. However, do not rely on MFMP Sourcing for this information. VBS is the centralized procurement website for the posting of agency decisions.

### **7.1.3 MFMP Training**

MFMP University offers Vendor training materials on a variety of topics, including Vendor Registration and Selecting Commodity Codes; training materials are accessible at [https://www.dms.myflorida.com/business\\_operations/state\\_purchasing/myfloridamarketplace/mfmp\\_vendors/training\\_for\\_vendors](https://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/mfmp_vendors/training_for_vendors).

It is highly recommended that Vendors review the training for “Responding to Electronic Solicitations” provided at

[https://www.dms.myflorida.com/business\\_operations/state\\_purchasing/myfloridamarketplace/mfmp\\_agency\\_customers/mfmp\\_university/course\\_catalog](https://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/mfmp_agency_customers/mfmp_university/course_catalog)

### **7.1.4 MFMP Assistance**

Vendors needing assistance with using MFMP may contact the MFMP Customer Service Desk Monday through Friday, 8:00 a.m. to 6:00 p.m. ET, at 866-352-3776 or email at VendorHelp@myfloridamarketplace.com.

## **ITN ATTACHMENTS**

Attachment A Draft Contract  
Attachment B Experience Proposal Instructions and Evaluation Criteria  
Attachment C Technical Proposal Instructions and Evaluation Criteria  
Attachment D Responsive Requirements Form  
Contract Exhibit A Scope of Work  
Contract Exhibit C Special Contract Conditions

## **REQUIRED ATTACHMENTS**

ATTACHMENT D – MANDATORY RESPONSIVE REQUIREMENTS