



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

Ron DeSantis, Governor
Jonathan R. Satter, Secretary

**INVITATION TO NEGOTIATE
FOR
MOBILE COMMUNICATION SERVICES
ITN NO: DMS-19/20-006
THE STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES**

Procurement Officer: Caitlen Boles
Departmental Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 335.3Y
Tallahassee, FL 32399-0950
Phone: (850) 410-1423
Email: DMS.Purchasing@dms.myflorida.com

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.myflorida.com. It is the filing party's responsibility to meet all filing deadlines.

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.

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SECTION 1. INTRODUCTION

1.1 Solicitation Objective

The State of Florida (State), Department of Management Services (Department or DMS) is seeking to establish, through this Invitation to Negotiate (ITN), a contract or contracts (Contract) for cellular voice and data services, secure access to MyFloridaNet (through cellular data-only devices), and other related telecommunication services, cellular phones, associated devices, accessories and features, collectively referred to herein as Mobile Communication Services (MCS). MCS is part of the DMS SUNCOM group of contracts providing voice and data services to SUNCOM Customers. The Department intends to award multiple Contracts but reserves the right to award to one Respondent or to make no award.

The resulting Contract(s), if any, will be used by State agencies and other authorized entities, collectively referred to as "Customers," in accordance with Chapter 282, Florida Statutes.

If more than one (1) Contract is awarded, then the use of the terms "Contract," "Contractor," "Reply," and "Respondent" include the plural when applicable.

1.2 Background

Prior to issuance of this solicitation, the Department contracted with a private vendor to assist in the development of a business case for MCS, in accordance with section 287.0571, Florida Statutes. The business case examined options for the future path of MCS and recommended that the Department issue an ITN for the services. That Mobile Communication Services Business Case is attached to this procurement as Attachment D – Business Case for background informational purposes only and does not contain specifications for this solicitation.

The Department has estimated that the annual total enterprise expenditures on the Contract resulting from this solicitation will be approximately \$85 million. This estimate is for informational purposes only. Under no circumstances should this estimate be construed as representing actual, guaranteed, or minimum spend under any new Contract.

1.3 Term

The term of the Contract will be five (5) years. Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part for up to five (5) additional years. Renewals are contingent upon satisfactory performance evaluations by the Department and are subject to the availability of funds (see section 287.057(13), Florida Statutes).

1.4 Questions Being Explored

- a) What is the best model for delivery of cost-efficient and high-quality MCS, including nationwide coverage?
- b) What service options meet a variety of Customer needs?
- c) How we the Department maintain competitive pricing throughout the initial and renewal year of the Contract?
- d) What is the best model for the Department to achieve the objectives state in Attachment A – Statement of Work (SOW), Subsection 1.3?

1.5 Goals of the ITN

The goals of this ITN are to establish:

- a) The delivery of cost-efficient and high-quality MCS, including nationwide coverage;
- b) Service options to meet a variety of Customers' needs;

- c) Competitive pricing throughout the initial and any renewal years of the Contract; and
- d) The objectives stated in Attachment A - Statement of Work (SOW), Subsection 1.3.

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. Requests for accommodation for meetings must be made at least five (5) Business 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).

1.7 Procurement Officer

The Procurement Officer is the **sole point of contact** for this procurement. Direct all contact with the Department to the Procurement Officer in writing by email.

Caitlen Boles
 Departmental Purchasing
 Florida Department of Management Services
 4050 Esplanade Way, Suite 335.3Y
 Tallahassee, FL 32399-0950
 Phone: (850) 410-1423
 Email: dms.purchasing@dms.myflorida.com

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

If a Respondent is claiming that any portion of an email is trade secret under section 812.081, Florida Statutes, or otherwise confidential under Florida or Federal Law, the Respondent is to place the word “Confidential” in the subject line. (See Subsection 3.8.4, How to Claim Trade Secret or Other Exemptions, of this ITN for more information on confidential information.)

Any contact with the Department by an affiliate, a person with a relevant business relationship with a Respondent, or an existing or prospective subcontractor to a Respondent is assumed to be on behalf of a Respondent unless shown otherwise.

1.8 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		
Events	Event Time (ET)	Event Date
ITN posted on the VBS.		October 7, 2020
Deadline to submit questions to the Procurement Officer.	3:00 PM	October 28, 2020

TIMELINE OF EVENTS		
Events	Event Time (ET)	Event Date
Department's anticipated posting of answers to Respondent's questions on the VBS.		November 9, 2020
Deadline to submit Reply and all required documents to the Procurement Officer.	2:00 PM	November 23, 2020
<p>Public Opening. Conference Room 101 4050 Esplanade Way Tallahassee, Florida 32399-0950</p> <p>Please join my meeting from your computer, tablet or smartphone. https://global.gotomeeting.com/join/198062149</p> <p>You can also dial in using your phone. United States (Toll Free): 1 877 309 2073 United States: +1 (646) 749-3129</p> <p>Access Code: 198-062-149</p> <p>Join from a video-conferencing room or system. Dial in or type: 67.217.95.2 or inroomlink.goto.com Meeting ID: 198 062 149 Or dial directly: 198062149@67.217.95.2 or 67.217.95.2##198062149</p> <p>New to GoToMeeting? Get the app now and be ready when your first meeting starts: https://global.gotomeeting.com/install/198062149</p>	3:00 PM	November 23, 2020
Anticipated Evaluations Phase.		December 1, 2020 to December 30, 2020
Anticipated Negotiations Phase.		January 4, 2021 to April 12, 2021
<p>Negotiation Team Public Meeting Conference Room 101 4050 Esplanade Way</p> <p>Please join my meeting from your computer, tablet or smartphone. https://global.gotomeeting.com/join/432429477</p>	10:00 AM	April 19, 2021

TIMELINE OF EVENTS		
Events	Event Time (ET)	Event Date
<p>You can also dial in using your phone. United States (Toll Free): 1 877 309 2073 United States: +1 (646) 749-3129</p> <p>Access Code: 432-429-477</p> <p>Join from a video-conferencing room or system. Dial in or type: 67.217.95.2 or inroomlink.goto.com Meeting ID: 432 429 477 Or dial directly: 432429477@67.217.95.2 or 67.217.95.2###432429477</p> <p>New to GoToMeeting? Get the app now and be ready when your first meeting starts: https://global.gotomeeting.com/install/432429477</p>		
Anticipated date to post Notice of Intent to Award on the VBS.		April 26, 2021
Anticipated Contract Execution.		May 2021

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). Vendors interested in submitting a Reply are to comply with all terms and conditions described in this solicitation. 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 BAFO(s) 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 vendor(s) that provide the best value to the State based on the selection criteria set forth in Subsection 4.5, Final Selection and Notice of Intent to Award Contract, 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 Questions and Answers

Respondents will submit all questions during the Question and Answer period in writing to the Procurement Officer via email. The deadline for submission of questions is reflected in Subsection 1.8, Timeline of Events.

The Department requests that all questions have the solicitation number in the subject line of the email and be submitted in the following format:

Question #	Respondent Name	Section	Page #	Question

Questions will not constitute a formal protest of the specifications of the solicitation. Department answers to written questions will be issued by addendum via the VBS.

2.3 Addenda to the Solicitation

The Department reserves the right to modify this solicitation by issuing addenda posted on the VBS. It is the responsibility of the Respondent to check the VBS for information and updates.

2.4 Receipt of Replies

2.4.1 Reply Deadline

The Respondent is responsible for ensuring the Department receives the Reply no later than the date and time provided in Subsection 1.8, Timeline of Events, of this ITN (or as revised by addenda). Address the Reply to the Procurement Officer at:

Caitlen Boles
Departmental Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 335.1X
Tallahassee, FL 32399-0950
Phone: (850) 410-1423
Email: DMS.Purchasing@dms.myflorida.com

All methods of delivery or transmittal to the Procurement Officer are exclusively the responsibility of Respondents, and the risk of non-receipt or delayed receipt shall be borne exclusively by the Respondents.

2.4.2 Clarifications to Replies

No changes, modifications, or additions to the Replies will be allowed after the Replies have been opened, except as negotiated during the negotiation phase. However, the Department reserves the right to seek clarifications from any Respondent at any time.

2.5 Respondent Firm Offer

The Department may enter into a Contract within three hundred and sixty-five (365) calendar days after the date the Notice of Intent to Award is posted, during which period Replies shall remain firm and shall not be withdrawn. If a Contract is not executed within three hundred and sixty-five (365) days, the Replies shall remain firm until either the Contract is executed or the Department receives from a Respondent written notice that the Reply is withdrawn.

SECTION 3. GENERAL 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.

Sections 3, 5, 9, and 14 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 3.5, How to Submit a Reply.

Section 5. Questions

Submit questions in accordance with Subsection 2.2, Questions and Answers.

Section 9. Respondent's Representation and Authorization.

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

- The Respondent is not currently under suspension or debarment by the State or any other governmental authority.
- The Respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction involving conspiracy or collusion with respect to bidding on any public contract.
- The Respondent currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
- The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Reply.
- The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other Respondent or potential Respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any Respondent or potential Respondent, and they will not be disclosed before the solicitation opening.
- The Respondent has fully informed the 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 of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery,

collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.

- Neither the Respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or a position involving the administration of funds:
 - Has within the preceding three (3) years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
 - Has within a three-year period preceding this certification had one (1) or more federal, state, or local government contracts terminated for cause or reason of default that would impair the Respondent's ability to deliver the commodities or contractual services of the resultant contract.
- The commodities or contractual services offered by the Respondent will conform to the specifications without exception.
- The Respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.
- If an award is made to the Respondent, the Respondent agrees that it intends to be legally bound to the Contract that is formed with the State.
- The Respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the 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.
- The Respondent shall indemnify, defend, and hold harmless the Department and Customers, and their employees, against any cost, damage, or expense which may be incurred or be caused by any error in the Respondent's Reply.
- 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 shall be treated as fraudulent concealment from the Department of the true facts relating to submission of the Reply. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817, Florida Statutes.
- If at any point during the course of the procurement, circumstances change so that any of the above acknowledgements are no longer true, the Respondent will notify the Procurement Officer as soon as practicable.

Section 14 – Firm Response

The offer will be held firm in accordance with Subsection 2.5, Respondent Firm Offer.

3.2 MFMP Registration

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

The awarded Respondent(s) will be required to pay the required MFMP transaction fee(s) as specified in Subsection 3.7, MyFloridaMarketPlace Transaction Fee, of Attachment B - Draft

Contract, unless an exemption has been requested and approved pursuant to Rule 60A-1.031, Florida Administrative Code.

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 Website References

Respondents should not incorporate or reference dynamic links that are external to the Reply documents. Provide screen shots in lieu of references to websites. References to dynamic links (Universal Resource Locators) will not be considered as part of the Respondent's Reply.

3.5 How to Submit a Reply

Respondents are responsible for submitting their Replies by the date and time specified in the Timeline of Events of this solicitation. Respondents are to submit the Reply in a sealed package containing the following:

3.5.1 One (1) hard copy of a cover letter as specified in Section 3.7, Contents of Reply.

3.5.2 One (1) electronic Reply in Adobe (.pdf) on a USB flash drive (CD/DVD format is also acceptable). Files are to be organized in accordance with Section 3.7, Contents of Reply. The Vendor's Device List; Vendor's Services and Discounts Pricing; and Vendor's Services and Discounts Pricing, Public Safety (if submitting), should be submitted in either Adobe (.pdf) or Microsoft Excel.

3.5.3 If applicable, one (1) electronic redacted copy of the entire Reply on a USB flash drive (CD/DVD format is also acceptable), as described in Subsection 3.8, Public Records, Respondent's Confidential Information, and Redacted Replies, of this ITN. Large files should be scanned as separate files.

All electronic documents are to be searchable to the fullest extent practicable.

Clearly mark on the outside of the sealed package the solicitation number, company name, and Procurement Officer name.

Submit Replies to the Procurement Officer at the address listed in Subsection 1.7, Procurement Officer.

Prepare Replies simply and economically, providing a straightforward, concise delineation of the Respondent's capabilities to satisfy the requirements of this solicitation. The emphasis of each Reply should be on completeness and clarity of content.

Replies that are not timely submitted with all required information may be deemed nonresponsive. The risk of submitting a blank or unreadable USB flash drive or CD/DVD rests with the Respondent.

3.6 Mandatory Responsiveness Requirements

The Department will not evaluate Replies that do not meet the minimum mandatory requirements listed below. Responses to the SOW will be scored at the evaluation phase. Responses to the SOW and evaluator scores will not be used to determine the responsiveness of the Replies.

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.

- 3.6.1** The Respondent must be, at the time of Reply submittal, a facilities-based mobile wireless service provider with a network that covers at least 90% of the nation's non-rural population. A Respondent which has been determined by the Federal Communications Commission (FCC) to be a "nationwide service provider" in the Consolidated Communications Marketplace Report – 2018, paragraph 6, page 4, and paragraph 44, page 37, is presumed to meet this coverage requirement. A Respondent not listed in the above-mentioned FCC report as a nationwide service provider must submit documentation showing that it has been independently verified by a government entity as meeting these coverage requirements. The report is located here:
<https://docs.fcc.gov/public/attachments/FCC-18-181A1.pdf>

The certifications required in Subsections 3.6.2 through 3.6.4 must be accomplished through the execution of Form 5, Mandatory Responsiveness Requirements, below. A Reply will be deemed nonresponsive if it fails to contain a signed Form 5.

- 3.6.2** The Respondent must certify that it is in compliance with Subsection 3.1, General Instructions to Respondents (PUR 1001 Form), of this ITN.
- 3.6.3** The Respondent must certify that neither it, nor its affiliates, is a convicted vendor or a discriminatory vendor as described in sections 287.133 and 287.134, Florida Statutes, respectively.
- 3.6.4** The Respondent must certify that it is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, and is not participating in a boycott of Israel.
- 3.6.5** The Respondent must certify that it is currently authorized to do business with the State, or will obtain authorization through the Department of State, Division of Corporations, should the Respondent be awarded the Contract, prior to Contract execution. Website:
www.sunbiz.org

3.7 Contents of Reply

All Replies are to be organized in sections as directed below. Submit the sections of the Reply in one (1) sealed package to the Procurement Officer, organized as follows:

- 1. A cover letter on the Respondent's letterhead with the following information:**
 - a. Company name and physical address;
 - b. Primary location from where the work will be performed;

- c. Contact information for primary point of contact, including phone number and email address; and
- d. Federal Employer Identification (FEID) Number.

2. Completed forms:

FORM 1 – CONTACT INFORMATION
FORM 2 – NOTICE OF CONFLICT OF INTEREST
FORM 3 – NON-COLLUSION STATEMENT
FORM 4 – STATEMENT OF NO PRIOR DISQUALIFYING INVOLVEMENT
FORM 6 – BUSINESS EXPERIENCE

3. Mandatory Responsiveness Requirements:

A signed FORM 5 – MANDATORY RESPONSIVENESS REQUIREMENTS.

4. Respondent's Reply to the Statement of Work (Technical Reply)

Respondent will provide a response to each subsection in the SOW, where it is requested, by either inserting a narrative in the response blocks below the text of the numbered subsection (preferred method) or by attaching a narrative with a reference to the corresponding SOW subsection.

Note: It is the Respondent's responsibility to ensure responses are properly aligned with the corresponding SOW sections. The Department will not be responsible for evaluating portions of responses that are improperly aligned with the SOW subsections. See also Subsection 1.1, Instructions for Response Blocks, of the SOW regarding SOW Reply instructions.

Provide responses to the SOW in a font color for narrative that is different than the SOW font color.

5. Respondent's Experience Reply

Respondent will provide an Experience Reply that provides all the information required by this section.

The Respondent will supply a brief narrative of Respondent's prior relevant experience and ability to provide the proposed Wireless Voice Services (WVS) and Wireless Data Services (WDS) described in Attachment A – Statement of Work, including, at a minimum, a description of:

- a. Respondent's market penetration for WVS and WDS services.
- b. Respondent's experience providing services of similar scope to other public sector clients comparable to the State of Florida.
- c. Respondent's experience supporting devices and software systems of different manufacturers. List similar or like systems the Respondent has supported in the last three (3) years.
- d. Respondent's experience providing Highly-available, Highly-reliable telecommunications infrastructures and services.

- e. Respondent's experience providing sufficient staffing levels, local staffing, and a quality staff driven to proactively address issues.
- f. Proposed Key Staff – given the requirements in Sections 2.2 through 2.7 of Attachment A, Statement of Work:
 - i. Describe in detail the proposed offering for key staff positions, addressing the minimum requirements listed in the Statement of Work.
 - ii. Provide resumes for all persons being proposed for the key staff positions.
 - iii. Provide a proposed Staffing Organizational Chart, including all staff (both key staff and non-key staff) that are anticipated to be assigned to the Contract, including names and titles (full-time and part-time).
 - iv. Describe the proposed Customer Support Team model, including staffing levels, minimum qualifications, and average years of experience of the proposed team.

6. Letter of Bondability

A letter signed on or after October 1, 2020, from a surety company or bonding agent authorized to do business in the State and written on company letterhead indicating the Respondent's ability to obtain a performance bond in the amount of at least five hundred thousand dollars (\$500,000). For additional information see Section 16, Performance Bond, of Attachment B – Draft Contract.

7. Pricing and Devices

Submit the following items in one (1) separate electronic file folder:

- Vendor's Services and Discounts Pricing
- Vendor's Services and Discounts Pricing, Public Safety, if the Respondent is proposing to provide services in accordance with SOW Section 4, Public Safety Service Plans and Devices
- Vendor's Device List

Note: The items submitted in this Pricing and Devices portion will not be evaluated or scored by the Department during the evaluation phase of the ITN, nor will these items be used to determine vendor responsiveness. The Department intends for these items to be utilized by the negotiation team to establish a baseline for service and pricing discussions with Respondents during the negotiation phase of the ITN.

3.8 Public Records, Respondent's Confidential Information, and Redacted Replies

The following subsections supplement Section 19, Public Records, of the PUR 1001 Form, General Instructions to Respondents. By submitting a Reply, the Respondent agrees to protect, defend, and indemnify the Department for any and all claims arising from or relating to the Respondent's determination that the redacted portions of its Reply are confidential, proprietary, trade secret, or otherwise not subject to disclosure. **If the Respondent fails to mark material exempt, or fails to submit a redacted copy of information it claims is confidential, the Department is authorized to produce, in their entirety, all documents, data, or records submitted to the Department in answer to a public records request for these records.** However, no portion of a Reply will be produced in response to a public records request until such time as the Department provides notice of an intended decision with regard to this ITN or until thirty (30) days after opening the final Replies, whichever is earlier (see Section 3.8.3, Public Inspection, below, for additional information).

3.8.1 Electronic and Written Communications

Unless exempted by law, all electronic and written communications pertaining to this ITN, whether sent from or received by the Department, are subject to Florida's broad Public Records Law, found in Chapter 119, Florida Statutes.

3.8.2 Replies

Unless exempted by law, all materials submitted as part of a Reply to this ITN will become a public record subject to the provisions of Chapter 119, Florida Statutes. Selection or rejection of a Reply does not affect the public record status of the materials.

3.8.3 Public Inspection

Unless exempted by law, all public records are subject to public inspection and copying under Chapter 119, Florida Statutes. As noted above, a time-limited exemption from public inspection is provided for the contents of Replies pursuant to section 119.071(1)(b), Florida Statutes. Once that exemption expires, all contents of Replies become subject to public inspection, unless another exemption applies. Any claim of trade secret exemption for any information contained in Respondent's Reply will be waived upon submission of the Reply to the Department, unless the claimed trade secret information is submitted in accordance with Subsection 3.8.4, How to Claim Trade Secret or Other Exemptions, below. This waiver includes any information included in the Respondent's Reply outside of the separately bound document described below.

3.8.4 How to Claim Trade Secret or Other Exemptions

If a Respondent considers any portion of materials made or submitted in the course of replying to this ITN to be trade secret under section 812.081, Florida Statutes, or other applicable law, or otherwise confidential under Florida or federal law, in order to preserve the confidentiality of the material, the Respondent must clearly designate, in writing, that portion of the materials as "confidential" when submitted to the Department. The Respondent must submit all such information as a separately bound, *unredacted* document clearly labeled "Confidential, Unredacted Reply" together with a brief written description of the grounds for claiming exemption from the Public Records Law, including the specific statutory citation for such exemption.

The Respondent is to also simultaneously provide the Department with a separate, electronic *redacted* copy of its Reply. The file name of the electronic redacted copy is to contain the name of the Respondent, the ITN number, and redacted copy (e.g., Respondent Name DMS ITN _redacted copy.pdf). Prominently display the phrase "Redacted Copy" on the first page of the electronic redacted copy and each page on which information is redacted.

The redacted copy is to be submitted no later than the Reply submittal deadline. Where such information is part of material already required to be submitted as a separately bound or enclosed portion of the Reply, further segregate it and separately bind or enclose and clearly label it as set forth above in addition to any other labeling required for the material.

Negotiation Meetings. If the Respondent is invited to negotiations, it will be incumbent upon the Respondent to identify, in real-time, portions of the Respondent's negotiation sessions that include references to materials and/or information the Respondent claims are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If the Respondent fails to inform the Department that any portion of the negotiation meetings should be considered confidential, proprietary, trade secret or otherwise not subject to

disclosure, the Department is authorized to produce the audio recording in answer to a public records request for these records. The Respondent is responsible for defending its determination that the portions of the negotiation sessions are exempt and not subject to disclosure.

3.8.5 Public Records Request

If a Respondent fails to mark any materials submitted to the Department as confidential, or fails to submit a redacted copy as provided in this section, or fails to claim, in real-time, portions of the negotiations sessions as exempt, the Respondent **waives** the exemption, and the Department may produce all of the Respondent's documents, data, or records or the Department's recordings of negotiation sessions to any person requesting a copy under Chapter 119, Florida Statutes. The Respondent exclusively bears the burden of complying with Subsection 3.8, Public Records, Respondent's Confidential Information, and Redacted Replies, to ensure its exempt information is appropriately marked and protected. If a requestor asserts a right to the confidential information, the Department will notify the Respondent that such an assertion has been made. It is the Respondent'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 Respondent in a legal proceeding, the Department will give the Respondent prompt notice of the demand prior to releasing the information (unless otherwise prohibited by applicable law). The Respondent is responsible for defending its determination that the redacted portions of its Reply are confidential, proprietary, trade secret or otherwise not subject to disclosure.

3.8.6 Department Not Obligated to Defend Respondent's Claims

The Department is not obligated to agree with a Respondent's claim of exemption and, by submitting a Reply, the Respondent agrees to defend its claim that each and every portion of the redacted material is exempt from inspection and copying under the Public Records Law. Further, by submitting a Reply, the Respondent agrees to protect, defend, indemnify and hold harmless the Department for any and all claims and litigation (including litigation initiated by the Department), including attorney's fees and costs, arising from or in any way relating to Respondent's assertion that the redacted portions of its Reply or portions of the negotiation sessions are trade secrets or otherwise exempt from public disclosure under Chapter 119, Florida Statutes. The Department may use counsel of its choosing to defend any such claims, and the Respondent 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.

3.9 Additional Information

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

3.10 Respondent's Pricing

Respondents are to submit pricing at the time of their Reply. Pricing should be submitted as if the terms and conditions of Attachment B – Draft Contract are final. There is no guaranteed minimum spend from the Department or the Customers. Respondents are instructed to only submit pricing for services that are within the contemplated scope of this procurement, including additional options or features proposed by the Respondent that are in accordance with the SOW.

If the proposed pricing includes services outside of the scope of the Contract, those services will not become part of the Contract and will neither be included in CSAB nor be offered to Customers.

Pricing must be uniform with no variation for geographic location of service delivery.

Respondents are encouraged to provide the best possible pricing at all times. Pricing submitted will be considered pricing for the initial and any renewal periods.

Respondents' proposed pricing is inclusive of all government sanctioned surcharges and fees (as provided in the SOW, Subsection 5.6, Taxes and Government Sanctioned Fees) necessary to deliver the proposed services, unless otherwise separately identified in the Reply. The only additional costs permitted will be reasonable costs for expedited orders.

3.10.1 Vendor's Device List

The Respondent should submit a Vendor's Device List of the Respondent's proposed devices and pricing, which will become part of the final Contract, as modified during negotiations. The Vendor's Device List should include all proposed devices, including, at a minimum, cellular phones, smartphones, tablets, broadband access devices (data-only), cellular mobile broadband devices (support for internet access), devices supporting secure access to MFN, and accessories. Devices may be shown with a variety of packages, with detailed pricing, and descriptions of associated services, devices and/or features. Any services, devices and/or features provided at no cost should be identified as \$0.00. If the Respondent is proposing Public Safety services and devices, the Vendor's Device List may also include Public Safety wearables and other Public Safety wireless enabled devices.

For all items listed below, the Vendor's Device List should include: manufacturer and model, vendor's identification number (SKU), vendor's commercially advertised retail price as of the date the Reply is submitted to the Department, State purchase price, and any promotional pricing, as well as the following device-specific information:

- 1) Smartphones
 - a. Operating system, camera, removable memory, hearing aid compatibility, mode, and other features.
 - b. At least one unlocked iPhone and one unlocked Android smartphone.
- 2) Air Cards and hotspots
 - a. Mode, compatibility with 4G LTE, compatibility with 5G, compatibility with Apple Operating Systems (iOS, Mac OS), compatibility with Microsoft Operating systems (Windows), external antenna, and other features.
- 3) Tablets
 - a. Operating system, camera, removable memory, and other features.
- 4) Basic Phones
 - a. At least one basic phone that is available to Customers at no charge, other than the cost of the purchased service plan.
- 5) Accessories
 - a. May include phone cases, tablet cases, headphones and ear buds, chargers, screen protectors, foldable keyboards, belt clips, and hands-free kits.
- 6) Public Safety Wearables

3.10.2 Vendor's Services and Discount Pricing

The Respondent should submit services and discount pricing, which will become part of the final Contract, as modified during negotiations. If bidding on the public safety portion of this procurement, the Respondent should also submit public safety-specific pricing. Respondents may mirror the formats of existing End User Price Lists (EUPLs), also referred to as User Rates, or create their own. The current EUPLs can be found on this DMS website: https://www.dms.myflorida.com/business_operations/telecommunications/suncom2/voice_services/mobile_communication_services. Respondent's should state prices as monthly recurring charges (MRC) or non-recurring charges (NRC).

The Services and Discounts Pricing should include the following, at a minimum:

1) Non-pooled Plans

- a. Pricing and details of all non-pooled plans, which may include:
 - i. Voice per minute rate plans: usage based, limited
 - ii. Unlimited plans: voice; voice and text; voice, text, and data; voice, data, messaging, and hotspot
 - iii. Messaging plans: limited and unlimited
 - iv. Data only device plans: per megabyte data plan, data plan with tethering, data plan without tethering, and unlimited data
- b. Relevant unit pricing, including price per minute, variation of price per minute for nights and weekends, monthly rollover of minutes or data.
- c. Description of services included in the monthly recurring costs, including the number of messages (SMS/MMS), minutes (anytime, nights, or weekends), data limits, and included features, such as call waiting.
 - i. Detail how airtime and other measured usage are billed; for example, in full-minute increments, rounded up to the next full increment at the end of each call for billing purposes, unanswered outgoing calls incurring airtime.
 - ii. Description of billing for calls directly dialing or receiving from the same carrier.
 - iii. If the pricing changes for nights and weekends, describe the times the carrier deems are nights and weekends and any changes to charges during this time.
 - iv. Detail any prohibited activities, such as those prohibited for compliance with the law or to prevent interference with the network.

2) Pooled Plans

- a. Pricing and details of all pooled plans, which may include:
 - i. Description of tiers, including the number of minutes included in the plans.
- b. Relevant unit pricing, including price per minute, variation of price per minute for nights and weekends, monthly rollover of minutes or data.
- c. Describe:
 - i. how the minutes are aggregated and credits are applied;
 - ii. how a Customer can have more than one pool;
 - iii. rollover minutes;
 - iv. pool limitations, e.g., limits to the number of users; and
 - v. included features, such as call waiting.

3) Push-to-Talk

- a. Pricing and details of all push-to-talk plans, which may include:
 - i. Standalone push-to-talk and add-on push-to-talk plans.
 - ii. Relevant unit pricing including price per minute, variation of price per minute for nights and weekends, monthly rollover of minutes or data.

- iii. Description of services included in the monthly recurring costs and included features
 - 1. Detail how measured usage is billed, for example, in full-minute increments, rounded up to the next full increment at the end of each call for billing purposes, or unanswered outgoing calls incurring airtime.
 - 2. If the pricing changes for nights and weekends, describe the times the carrier deems are nights and weekends and any changes to charges during this time.
 - 3. Detail any prohibited activities, such as those prohibited for compliance with the law or to prevent interference with the network.
- 4) Machine-to-Machine**
 - a. Pricing and details of all machine-to-machine and internet of things service plans which may include:
 - i. Description of tiers, including the usage caps of each tier. One (1) MB to twenty (20) GB requested, at minimum.
 - b. Relevant unit pricing, including price per minute, variation of price per MB for nights and weekends, and monthly rollover of minutes or data.
 - c. Description of services included in the monthly recurring costs and included features.
 - i. Detail how measured usage is billed.
 - ii. Detail any prohibited activities, such as those prohibited for compliance with the law or to prevent interference with the network.
- 5) Discounts**
 - a. All proposed discounts off accessories and devices.
 - b. State what published price the discount percentage applies to (MSRP, vendor published catalog, etc.).
 - i. Describe any additional proposed discounts, such as 100% discount off activation fees.
 - ii. Specific pricing for devices should be listed in the Vendor's Device List.
- 6) Additional Features, Fees, and Other Items**
 - a. Respondents may describe and detail any additional offerings that are contemplated within the SOW.
 - i. These shall include surcharges and fees (see SOW Section 5.6, Taxes and Government Sanctioned Fees).
 - ii. These may include chargeable features, such as robo-call blocking, mobile device management, etc.
 - iii. Respondents may also suggest tiered pricing.
 - iv. Where applicable, Respondents should detail the plan name and type, monthly recurring cost, etc.
 - b. There will be no activation fees for services and devices purchased off the Contract. Current MCS contracts do not allow activation fees for services and devices.

SECTION 4. SELECTION METHODOLOGY

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

4.2 Evaluation Process – General Overview

The Department will appoint an evaluation team 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 4.3, Evaluation of the Reply, in order to establish a competitive range of Replies reasonably susceptible of award. The Evaluation Summary Score Sheet Table, to be used by the Department to calculate evaluation scores, provides for the SOW sections that will be scored and the relative weights given to the scored sections.

See subsection 4.4, Negotiations, for information on the negotiation phase of the ITN. All Replies that meet the Mandatory Responsiveness Requirements will be evaluated as described in section 4, Selection Methodology.

4.3 Evaluation of the Reply

The evaluators will independently review and evaluate the Responsive Replies. Using the assessment scale below, the evaluators will assign scores zero (0) to four (4) based on the quality of each section of the Reply to the SOW. 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?

Assessment	Evaluator Score
Unacceptable	0
Poor	1
Adequate	2
Good	3
Exceptional	4

4.3.1 Scoring

Scoring, for purposes of determining the competitive range, will be a total of the evaluator’s weighted scores for each Respondent for all scored sections of the SOW.

The table below demonstrates the calculations the Department will use to determine the Respondent's Final Weighted Score, based on the raw scores given by the Evaluation Team members while evaluating the Respondent's Reply.

The Raw Points scored for each section, by each evaluator, will be averaged together and then multiplied by the Weight Factor in the table below for each section. This calculation will render the Respondent's Weighted Scores for each section. The Respondent's Weighted Scores for each section will be added together to determine the Respondent's Final Weighted Score.

EVALUATION SUMMARY SCORE SHEET					
Section	Maximum Possible Raw Score		Weight Factor		Maximum Possible Weighted Score
1.6 Evolving Technology	4	X	50	=	200
2.1 Staffing Responsibilities	4	X	100	=	400
3.6 Wireless Data Services	4	X	75	=	300
3.10 State of Florida Coverage	4	X	50	=	200
3.12 Security	4	X	50	=	200
3.16 Highly Available and Highly Reliable Design Characteristics	4	X	25	=	100
3.17 Reports, Updates, and Notification Requirements	4	X	50	=	200
3.19 Customer Support	4	X	50	=	200
3.20 Contractor's MCS Portal	4	X	25	=	100
3.21 Devices	4	X	50	=	200
3.22 Cooperation with Other Contractors	4	X	25	=	100
3.23 Customer Migration	4	X	75	=	300
3.26 Project Management	4	X	25	=	100
Respondent's Experience Reply	4	X	300	=	1,200
Maximum Possible Final Weighted Score:					3,800

For additional instructions for replying to the SOW, see SOW subsection 1.1. For selection methodology, scoring, and weighting, see this ITN section 4, Selection Methodology.

4.3.2 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 an instruction to 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.

4.4 Negotiations

4.4.1 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.

The Department will require the Respondent(s) to provide the Vendor's Services and Discounts Pricing; Vendor's Services and Discounts Pricing, Public Safety (if proposing public safety services); and Vendors Device List if they were not originally included in the Respondent's Reply.

All pricing 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 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.

4.4.2 Respondent Attendance at Negotiations

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

4.4.3 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.

4.4.4 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 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 BAFO(s).
- d) Require any or all Respondents to address services, prices, or conditions offered by any other Respondent.
- e) 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.
- f) Pursue the division of Contracts between Respondents by type of service or geographic area, or both.
- g) Finalize Contract terms and conditions with any Respondent at any time.
- h) 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.
- i) Conclude negotiations at any time and proceed to Contract award.
- j) Re-open negotiations with any responsive Respondent.
- k) 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.
- l) Request the assistance of and use subject matter experts for any portion of the procurement or throughout the procurement.
- m) Review and rely on relevant information contained in the Replies.
- n) Request pricing options different from the initial pricing provided by the Respondent. This information may be used in negotiations.
- o) Request business references and materials related to a reference check.
- p) Contact Respondent's Customers, if any, or other entities with information relevant to the Respondent's responsibility, experience, and/or ability.

4.4.5 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.

4.5 Final Selection and Notice of Intent to Award Contract

4.5.1 Award Selection

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

4.5.2 Selection Criteria

The following award selection criteria will apply for this ITN:

- a) The Respondent's demonstration of its prior relevant experience, including track record, and the overall professional experience of the Respondent at providing the proposed services;
- b) The Respondent's ability and approach to meeting the goals of the ITN, as stated in subsection 1.5, Goals of the ITN, and SOW subsection 1.3, MCS Objectives;
- c) The Respondent's ability and approach to providing the services and associated devices sought in the SOW;
- d) The Respondent's pricing.

4.5.3 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 5. AWARD

5.1 Rights for Award

The Department reserves the right to:

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

5.2 Agency Decision

The Department will post a Notice of Intent to Award to enter into one (1) or more contracts with the Respondent(s) identified therein, on the VBS website: http://vbs.dms.state.fl.us/vbs/main_menu.

If the Department decides to reject all Replies, it will post its notice on the VBS website: http://vbs.dms.state.fl.us/vbs/main_menu.

5.3 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.

5.4 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.

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FORM 1 – CONTACT INFORMATION

For solicitation purposes, the Respondent's contact person will be:

Should the Respondent be awarded the Contract, the Account Manager's contact information will be:

Name _____

Title _____

Company Name _____

Address _____

Telephone _____

Fax _____

E-mail _____

FEID # _____

Name of Respondent'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, 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 Respondent's Organization

Signature of Authorized Representative and Date

Print Name

FORM 3 - NON-COLLUSION STATEMENT

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

am authorized to make this statement 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) submitted in response to this ITN and the preparation of the Reply. I state that:

1. The price(s) and amount(s) submitted in response to this ITN, either in the initial Reply or during negotiations, will be arrived at independently and without consultation, communication, or agreement with any other Respondent or potential Respondent.
2. Neither the price(s) nor the amount(s) submitted in response to this ITN, and neither the approximate price(s) nor approximate amount(s) submitted in response to this ITN, either in the initial Reply or during negotiations, have been or will be disclosed to any other firm, vendor, Respondent, or potential Respondent, and they will not be disclosed before Reply opening.
3. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a Reply to this ITN, or to submit prices higher than the prices submitted in this Reply, or to submit any intentionally high or noncompetitive price(s) or other form of complementary Reply.
4. The Reply 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 Reply.
5. _____, its affiliates, subsidiaries, officers, director, and employees
(Name of Respondent)

are not currently under investigation by any governmental agency and have not in the last ten (10) 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 a bid 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 Reply is submitted. I understand, and my firm understands, that any misstatement in this statement is, and will be treated as, fraudulent concealment from the State of Florida of the true facts relating to the submission of Replies for this contract.

Dated this _____ day of _____

Name of Respondent: _____

Signed by: _____

Print Name _____

FORM 4 - STATEMENT OF NO PRIOR DISQUALIFYING INVOLVEMENT

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

Section 287.057(17)(c), Florida Statutes: 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 Respondent who responds to a request for information from being eligible to contract with an agency.

Name of Respondent's Organization

Signature of Authorized Representative and Date

Print Name

FORM 5 – MANDATORY RESPONSIVENESS REQUIREMENTS

The Respondent certifies that it is in compliance with Subsection 3.1, General Instructions to Vendors (PUR 1001 Form).
The Respondent certifies that neither it, nor its affiliates, is a convicted vendor or a discriminatory vendor as described in sections 287.133 and 287.134, Florida Statutes, respectively.
The Respondent certifies that it is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, and is not participating in a boycott of Israel.
The Respondent certifies that it is currently authorized to do business with the State, or will obtain authorization through the Department of State, Division of Corporations, should the Respondent be awarded the Contract, prior to Contract execution. Website: www.sunbiz.org
The Respondent must be, at the time of Reply submittal, a facilities-based mobile wireless service provider with a network that covers at least 90% of the nation’s non-rural population. A Respondent which has been determined by the Federal Communications Commission (FCC) to be a “nationwide service provider” in the Consolidated Communications Marketplace Report – 2018, paragraph 6, page 4, and paragraph 44, page 37, is presumed to meet this coverage requirement. A Respondent not listed in the above-mentioned FCC report as a nationwide service provider must submit documentation showing that it has been independently verified by a government entity as meeting these coverage requirements. The report is located here: https://docs.fcc.gov/public/attachments/FCC-18-181A1.pdf

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

Name of Respondent’s Organization

Printed Name of Organization’s Authorized Representative

Signature of Organization’s Authorized Representative

Date

FORM 6 - BUSINESS EXPERIENCE

Provide the information requested below. Print and complete this form as many times as needed to demonstrate experience in providing the same or similar services sought in this procurement.

The experience cannot be from:

- a. Current employees of DMS.
- b. Former employees of DMS within the past three (3) years.
- c. Persons currently or formerly employed by the Respondent's organization.
- d. Board members of the Respondent's organization.
- e. Relatives.
- f. Corporations based solely in a foreign country.
- g. Any person involved in the drafting of this ITN or the procurement process.

The same entity may not be listed more than once.

In the event the Respondent has had a name change since the time work was performed for a listed reference, the name under which the Respondent operated at that time should be provided in the space provided for "Brief Summary of Services."

The Department reserves the right to contact entities stated below, and also other than those identified by the Respondent, to obtain additional information regarding past performance. The Department may also solely rely on the information stated below without contacting the entities state below.

Information	Experience #1
Company Name	
Company Person	
Title	
Address	
City	
State	
Telephone Number	
Email Address	
Contract Period (contract start date to contract end date)	
Brief summary of services	

Information	Experience #2
Company Name	
Company Person	
Title	
Address	
City	
State	
Telephone Number	
Email Address	

Contract Period (contract start date to contract end date)	
Brief summary of services	

Information	Experience #3
Company Name	
Company Person	
Title	
Address	
City	
State	
Telephone Number	
Email Address	
Contract Period (contract start date to contract end date)	
Brief summary of services	