

**FLORIDA DEPARTMENT OF HEALTH
OFFICE OF MEDICAL MARIJUANA USE**



**INVITATION TO NEGOTIATE
FOR
MEDICAL MARIJUANA SEED-TO-SALE TRACKING SYSTEM
DOH 21-002**

Refer **ALL** Inquiries to Procurement Officer:

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SECTION 1.0 INTRODUCTION

1.1 Overview

The Florida Department of Health (Department) invites interested vendors to submit replies to this Invitation to Negotiate (ITN) for a seed-to-sale tracking system as described in this ITN. The solicitation will be administered through the Vendor Bid System (VBS), the State internet-based vendor information system at http://www.myflorida.com/apps/vbs/vbs_www.main_menu.

This ITN describes the anticipated scope of work and Department goals, solicits detailed replies, outlines the evaluation and negotiation process, and establishes the framework for developing a contract. The anticipated scope of work and functionality for the contract is found in Attachment A, Scope of Work and Functionality. The proposed draft contract for this solicitation is found in Attachment B.

1.2 Background

The Department is the sole Florida governmental agency tasked with implementing and enforcing the medical marijuana statutes and constitutional provisions.

As part of its responsibilities and powers, the Department must establish, maintain, and control, a computer software tracking system that traces the cultivation, processing, and final sale of marijuana throughout the state. Specifically, section 381.986(8)(d), Florida Statutes, provides:

The department shall establish, maintain, and control a computer software tracking system that traces marijuana from seed to sale and allows real-time, 24-hour access by the department to data from all medical marijuana treatment centers and marijuana testing laboratories. The tracking system must allow for integration of other seed-to-sale systems and, at a minimum, include notification of when marijuana seeds are planted, when marijuana plants are harvested and destroyed, and when marijuana is transported, sold, stolen, diverted, or lost. Each medical marijuana treatment center shall use the seed-to-sale tracking system established by the department or integrate its own seed-to-sale tracking system with the seed-to-sale tracking system established by the department. Each medical marijuana treatment center may use its own seed-to-sale system until the department establishes a seed-to-sale tracking system. The department may contract with a vendor to establish the seed-to-sale tracking system. The vendor selected by the department may not have a contractual relationship with the department to perform any services pursuant to this section other than the seed-to-sale tracking system. The vendor may not have a direct or indirect financial interest in a medical marijuana treatment center or a marijuana testing laboratory.

There are currently 22 licensed Medical Marijuana Treatment Centers (MMTCs) and seven (7) Certified Marijuana Testing Laboratories (CMTLs) in Florida. Each MMTC is required to operate a vertically integrated supply chain to cultivate, process, transport, and dispense marijuana to qualified patients and their caregivers.

The definitions set forth in section 381.986, Florida Statutes, and the Department's implementing rules (Chapter 64-4, Florida Administrative Code) and emergency rules (located at <https://knowthefactsmmj.com/rules-and-regulations/>), are applicable to this ITN.

Through this ITN the Department seeks to procure a computer software tracking system that allows the Department to receive, store, and access seed-to-sale data from all MMTCs and CMTLs to enable the Department to track, trace, and monitor marijuana from seed-to-sale or other final disposition (the "State System").

MMTCs and CMTLs may use a seed-to-sale tracking system or laboratory systems, respectively, of their choosing (the "MMTC/CMTL Systems") that meets the requirements of section 381.986(8)(e), Florida Statutes, as determined by the Department. MMTC/CMTL Systems will be required to upload required data into the State System once procured by the Department pursuant to this ITN. MMTCs and CMTLs will *not* be required to change their current MMTC/CMTL Systems to any particular system or to any system offered by the successful vendor chosen by this ITN.

The successful vendor resulting from this ITN must, however, have an MMTC/CMTL System available for future purchase directly by MMTCs and CMTLs that meets all the requirements of section 381.986(8)(e), Florida Statutes, and has the technical capability to share required data with the State System. The actual purchase and sale of an MMTC/CMTL System (including terms and pricing) between MMTCs, CMTLs, and the successful vendor (or any other party) is outside the scope of this ITN and is a private transaction between those parties. **The successful vendor resulting from this ITN is prohibited from charging fees or costs to MMTCs or CMTLs for utilizing or interfacing with the State System.**

The graphic below represents the relationship between MMTC/CMTL Systems and the State System being procured.

information obtained throughout this ITN process to assist in developing opinions and positions regarding the following questions:

- (a) How can the Department most effectively and efficiently establish the State System solution in accordance with this ITN and applicable Florida law?
- (b) Is the Department's anticipated scope of work and functionalities contained in Attachment A, Scope of Work and Functionality, sufficient, or are there functionalities and solution components that should be added, eliminated, or modified?
- (c) How can the Department establish flexibility for future system changes (e.g., implementing new functionality, system enhancements, new system users, legislative mandates)?
- (d) What performance metrics or performance standards can vendors offer in order to provide greater vendor accountability?
- (e) How can the Department achieve transparency (e.g., pricing, staffing, licensing) in establishing, maintaining, and controlling the State System solution?
- (f) What additional value-added services can vendors offer that are in the best interest of the State?
- (g) How can the Department ensure pricing remains competitive throughout the entire term of the contract?
- (h) What is the best approach to achieve the ITN goals?

1.5 Specific Goals of the ITN

- (a) To procure a State System solution that satisfies the requirements of section 381.986, Florida Statutes.
- (b) To establish a contract promoting a cost-efficient purchase and maintenance of a State System solution leveraging the latest available technology.
- (c) To establish a flexible contract that provides the ability to effectuate future policy and program changes. Future changes may include, but are not

limited to: implementing new functionality, system enhancements, new system users, or legislative mandates.

- (d) To establish a contract that represents a combination of deliverables and pricing preferred by the Department and select the vendor providing the best overall value to the State.
- (e) To establish a contract promoting vendor transparency in operational activities and staffing.

1.6 Procurement Officer and Restriction on Communication

Pursuant to section 287.057(23), Florida Statutes, the Procurement Officer is the sole point of contact from the date of release of this ITN until 72-hours after the notice of intended award is posted. Violation of this provision may be grounds for rejecting a reply. The Department's Procurement Officer for all communications regarding this ITN is:

Nicole Overstreet
Procurement Officer
Florida Department of Health
4052 Bald Cypress Way, Bin B07
Tallahassee, FL 32399-1749
Email: nicole.overstreet@flhealth.gov

Refer ALL inquiries in writing to the Procurement Officer by email and place the solicitation number in the subject line of all emails to the Procurement Officer. No facsimiles or telephone calls will be accepted for any reason. Any such contact by a prospective vendor's affiliate, a person with a relevant business relationship with a prospective vendor, or an existing or prospective subcontractor to a prospective vendor is assumed to be on behalf of a prospective vendor unless otherwise shown.

1.7 Anticipated Contract Term

The Department anticipates that the contract will begin January 1, 2022, or on an earlier date if feasible; however, negotiations may result in a later date. The Department's anticipated go-live date is July 1, 2022. The anticipated length of the initial term of the contract is five years, however the negotiations may result in a shorter or longer period in the resulting contract.

1.8 Renewal

The contract may be renewed for periods not to exceed the term of the original contract. Renewal may be for yearly or multiple-year increments. Renewals must be in writing, subject to the same terms and conditions set forth in the initial contract and any written

amendments signed by the parties. Such renewal is at the Department's sole discretion, will be contingent upon satisfactory performance evaluations as determined by the Department, and will be subject to the availability of funds. Any renewal will consider the vendor's ability to (i) establish pricing guarantees, (ii) ensure competitive pricing and services, and (iii) ensure appropriate pricing improvements when warranted by market conditions and/or program modifications.

1.9 Schedule of Events and Deadlines

The table below contains the Schedule of Events and Deadlines for this solicitation. The dates and times are subject to change. It is the vendor's responsibility to check for any changes. All updates or revisions to any of the dates and times will be accomplished by an addendum to the solicitation and posted on the VBS. Vendors are responsible for submitting all required documentation by the dates and times specified below. All times listed are Eastern Time in Tallahassee, Florida.

Event	Due Date	Location
ITN posted on the VBS	September 16, 2021	Posted to the Vendor Bid System at: http://vbs.dms.state.fl.us/vbs/main_menu
Deadline to submit Reply and all required documents to the Procurement Officer	Must be received PRIOR TO: September 27, 2021 at 1:00 p.m. Eastern Time	Submit to: Florida Department of Health Central Purchasing Office Attention: Nicole Overstreet, Suite 310 4052 Bald Cypress Way, Bin B07 Tallahassee, FL 32399-1749
Public Opening of Replies	September 27, 2021 at 3:00 p.m. Eastern Time	PUBLIC OPENING Florida Department of Health 4052 Bald Cypress Way, Suite 310 Tallahassee, FL 32399
Anticipated Evaluations Phase	October 1, 2021 through October 15, 2021	Evaluation Team Members to begin evaluations individually.
Anticipated Meeting of Evaluators to Confirm Scores	October 18, 2021 at 3:00 p.m. Eastern Time	PUBLIC MEETING Florida Department of Health 4052 Bald Cypress Way Suite 310 Tallahassee, Florida 32399
Anticipated Negotiations Phase	October 19, 2021 through December 13, 2021	

Anticipated Public Meeting of Negotiators to Recommend Award	December 14, 2021 at 3:00 p.m. Eastern Time	PUBLIC MEETING Florida Department of Health 4052 Bald Cypress Way Suite 310 Tallahassee, Florida 32399
Anticipated Posting of Intent to Award	December 14, 2021	Posted to Vendor Bid System at: http://vbs.dms.state.fl.us/vbs/main_menu

SECTION 2.0 THE ITN PROCESS

2.1 Overview

An ITN is a method of competitively soliciting commodities and/or services under section 287.057(1)(c), Florida Statutes. The ITN process is generally divided into two phases: Evaluation and Negotiation.

The Evaluation Phase involves the Department's initial evaluation of vendor replies. During the Evaluation Phase, replies will be evaluated to establish a competitive range of replies reasonably susceptible of award. The Department will then select one or more vendors within the competitive range with which to commence negotiations.

The Negotiation Phase involves negotiations with the vendor(s) selected for negotiations. During the Negotiation Phase, the Department may request revised replies or best and final offers based on the negotiations. The Department intends to post a Notice of Intent to Award after negotiations, identifying the responsive and responsible vendor that provides the best value. Vendors will not be formally eliminated from the ITN process until the posting of the Notice of Intent to Award. Final contract terms will be established during the Negotiation Phase.

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

2.2 Official Notices and ITN Documents

All notices, decisions, intended decisions, and addenda relating to this procurement will be electronically posted at http://myflorida.com/apps/vbs/vbs_main_menu (the Vendor Bid System or VBS).

IT IS THE RESPONSIBILITY OF ALL VENDORS TO CHECK THE VBS FOR INFORMATION AND UPDATES.

In the event of conflict in terms among the foregoing during this ITN process, the following order of precedence will apply:

- (a) Addenda to the ITN, if any;
- (b) This ITN including all attachments

2.3 Contacting Department Personnel

2.3.1 Contact Other than During the Negotiation Phase

Vendors responding 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 Saturday, 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 (see Section 287.057(23), Fla. Stat.) or as provided in the solicitation documents. Violation of the provision may be grounds for rejecting a reply.

Any such contact by a prospective vendor's affiliate, a person with a relevant business relationship with a prospective vendor, or an existing or prospective subcontractor to a prospective vendor is assumed to be on behalf of a prospective vendor unless otherwise shown.

2.3.2 Contact During the Negotiation Phase

During the Negotiation Phase of this ITN: (i) any contact and communication between a vendor's negotiation team members and the Department's negotiation team members is permissible, but only "on the record" (as required by section 286.0113(2), Florida Statutes) during the negotiation meetings; and (ii) communication between a vendor's lead negotiator and the Procurement Officer outside of the negotiation meetings is permissible as long as the communication is by email.

2.4 Vendor Questions

The Department will not conduct a question and answer period pursuant to this ITN.

2.5 Special Accommodation

Persons with disability requiring special accommodations should call the Department's Purchasing office at least five business days prior to any public opening or meeting at (850) 245-4199. If hearing or speech impaired, please contact the Department's Purchasing office through the Florida Relay Service, at 1-800-955-8771 (TTY).

2.6 Replies

2.6.1 Reply Deadline

Replies to this ITN must be submitted to and received by the Department no later than the date and time provided in Section 1.9 (“Schedule of Events and Deadlines”) via delivery to the Procurement Officer at the address described in Section 1.6 (“Procurement Officer and Restriction on Communication”).

All methods of delivery or transmittal to the Procurement Officer are exclusively the responsibility of the vendor and the risk of non-receipt or delayed receipt will be borne exclusively by the vendor. Replies not received at the specified address by the deadline will be rejected and returned to the vendor, except that the Department will retain the original reply for use in the event of a dispute.

2.6.2 Firm Reply

By participating in this ITN, a vendor acknowledges and agrees that its final reply will remain firm until 120 days after the later of either the Department’s posting of the intended award or the conclusion of any protest of the intended award through final appellate disposition.

2.6.3 Use and Disclosure of Reply Contents

All contents of a reply or during this ITN process becomes the exclusive property of the Department and may not be removed by the vendor. The Department will have the right to use any or all ideas or adaptations of the ideas presented in a reply. Selection or rejection of a reply will not affect this right.

2.7 Clarification Process

The Department may request clarification from the vendor for resolving ambiguities or questioning information presented in its reply. Clarifications may be requested throughout the solicitation process. The vendor’s answers to requested clarifications must be in writing and must address only the information requested, unless the clarification is requested during a negotiation session and the Department allows the vendor to provide it verbally during the session or during a follow-up session. The vendor’s answers to requested clarifications must be submitted to the Department within the time specified by the Department in the request for clarification.

2.8 Reply Cure Process

If the Department determines that a nonmaterial, curable deficiency in a reply may result in the disqualification of a vendor, the Department may notify the vendor of the deficiency and a timeframe within which to provide the information. This process is at the sole

discretion of the Department; therefore, the vendor is advised to ensure that its reply is compliant with the ITN at the time of submittal.

2.9 Cost of Preparation

Neither the Department nor the State of Florida is liable for any costs incurred by a vendor in responding to this ITN or otherwise participating in this procurement.

2.10 Public Records and Vendor's Confidential Information

2.10.1 Public Records

All electronic and written communications pertaining to this ITN, whether sent from or received by the Department, are subject to the Florida Public Records Law. Section 2.10.4 ("How to Claim Protection for Exempt Materials") below addresses the submission of trade secret and other information a vendor contends is exempted from public inspection.

2.10.2 Replies Are Public Record

All materials submitted in response to this ITN will be a public record subject to the provisions of Chapter 119, Florida Statutes. Selection or rejection of a reply for contract award does not affect the public record status of the materials.

2.10.3 Replies Will Be Subject to Public Inspection

Unless exempted by law, all public records are subject to public inspection and copying under Florida's Public Records Law, Chapter 119, Florida Statutes. A time-limited exemption from public inspection is provided for the contents of a reply pursuant to section 119.071(1)(b), Florida Statutes. Once that exemption expires, all contents of a reply become subject to public inspection unless another exemption applies. Any claim of trade secret exemption for any information contained in a vendor's reply to this solicitation will be waived upon submission of the reply to the Department, unless the claimed trade secret information is submitted in accordance with Section 2.10.4 ("How to Claim Protection for Exempt Materials").

2.10.4 How to Claim Protection for Exempt Materials

If a vendor considers any portion of the documents, data, or records submitted in its reply to be a trade secret and/or otherwise exempt from public inspection or disclosure pursuant to Florida's Public Records Law, the vendor must prominently and conspicuously mark all such information in the reply (original and 6 copies) as "Confidential – Exempt from Public Disclosure." The vendor must submit a brief, written description of the grounds for claiming exemption from the Public Records Law, including the specific statutory citation for each exemption claimed.

A vendor must also simultaneously provide the Department with a **separate**, electronic, redacted copy of its reply, redacting all data or information claimed to be exempt from public disclosure. The vendor should only redact the specific data or information that is confidential or exempt from public disclosure. The file name of the electronic, redacted copy must contain the name of the vendor, the ITN number and "Redacted Copy" (e.g., Vendor Name DOH 21-002 Redacted Copy.pdf). The first page of the electronic, redacted copy and each page on which information is redacted must prominently display the phrase "Redacted Copy." Except for the redactions, the redacted copy must be an exact duplicate of the original, unredacted reply. This submission must be made no later than the reply submittal deadline listed in Section 1.9 ("Schedule of Events and Deadlines") of this ITN.

2.10.5 Public Records Requests

If a vendor fails to mark any materials submitted to the Department as exempt from public disclosure, the vendor waives the exemption under Chapter 119, Florida Statutes. Vendors exclusively bear the burden of complying with this section to ensure their exempt information is appropriately marked.

2.10.6 Department Not Obligated to Defend Vendor's Claims

The Department is not obligated to agree with a vendor's claim of exemption and, by submitting a reply, the vendor agrees to defend its claim that any or some portion of the reply is exempt from inspection and copying under Florida's Public Records Law. Further, by submitting a reply, the vendor 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 the vendor's assertion that the redacted portions of its reply are exempt from public disclosure under Chapter 119, Florida Statutes.

2.11 General Instructions to Vendors PUR 1001 FORM and General Contract Conditions PUR 1000

The Florida Administrative Code requires that the Department include the standard PUR 1001 Form "General Instructions to Respondents" and the PUR 1000 "General Contract Conditions" with this solicitation. The PUR 1001 and the PUR 1000 forms can be found at:

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

The Department is permitted by the Florida Administrative Code, however, to override the provisions of both forms. Accordingly, the terms and conditions of PUR 1001 do not apply to this solicitation and are instead modified and superseded by the instructions, technical specifications, and scope of work requirements contained throughout this ITN, all of which

should be considered Special Conditions. The terms and conditions of PUR 1000 do not apply to this solicitation and are instead modified and superseded by the proposed contract included as Attachment B to this ITN.

2.12 Subcontracting

The successful vendor is fully responsible for all work performed under the resultant contract of this solicitation. If a vendor intends to use any subcontractors to perform the work, such subcontractors must be identified in Form 7 of this ITN. If a vendor should need to replace a subcontractor prior to the Department posting a notice of intent to award, the vendor must provide to the Procurement Officer a request to substitute the subcontractor, explaining why the vendor seeks to substitute the subcontractor. The vendor must provide an updated Form 7 subcontractor form regarding the proposed subcontractor substitute with the request. The substitution will be subject to Department approval.

The vendor acknowledges that it will not be released of its contractual obligation to the Department because of any subcontract. The Department may treat the vendor's use of a subcontractor not disclosed during the ITN process or approved by the Department as a breach of the resulting contract.

2.13 Protests

Section 120.57(3), Florida Statutes, applies to this solicitation.

2.13.1 Time Limits for Filing Protests

Any person whose substantial interests are adversely affected by the decision or intended decision made by the Department pursuant to this solicitation must file with the Department a notice of intent to protest in writing within 72 hours (excluding State holidays, Saturdays and Sundays) after the posting of the Department's notice of decision or intended decision.

2.13.2 Protest of Terms, Conditions, and Specifications

With respect to a protest of the terms, conditions, and specifications contained in this solicitation, including any provisions governing the methods for scoring or ranking replies, awarding contracts, or for modifying or amending any contract, the notice of intent to protest shall be filed in writing within 72 hours (excluding State holidays, Saturdays, and Sundays) after the posting of the solicitation. For purposes of this provision, the term "the solicitation" includes this ITN; any addenda; clarifications; or other document concerning the terms, conditions, or specifications of the solicitation.

2.13.3 Bond Must Accompany Formal Protest

When protesting a decision or intended decision (including a protest of the terms, conditions, and requirements of the solicitation), the protestor must post a bond equal to one percent of the estimated contract amount. See section 287.042(2)(c), Florida Statutes.

The estimated contract amount is not subject to protest. The protest bond must be conditioned upon the payment of all costs and charges that are adjudged against the protestor in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, the Department will accept a cashier's check, official bank check, or money order. An original cashier's check, official bank check, or money order must be posted in the same fashion as a protest bond.

FAILURE TO POST AN ORIGINAL BOND FOR THE REQUISITE AMOUNT AT THE TIME OF FILING THE FORMAL WRITTEN PROTEST WILL RESULT IN A DENIAL OF THE PROTEST.

2.13.4 Filing a Protest

A formal written protest is "filed" when actually received by the Department's Agency Clerk. Filing of a formal written protest may be achieved by hand-delivery, courier, or mail. Actual delivery by the deadline will remain the responsibility solely of the protestor, and the risk of non-receipt or delayed receipt will be borne exclusively by the protestor.

A protest bond must be posted together with the formal written protest. A protest bond is "posted" when the original bond is physically tendered to the Agency Clerk. Bonds (and cashier's checks, official bank checks, or money orders) cannot be posted by facsimile, email, or other transmission that does not result in the original being physically tendered to the Department. Actual posting of an original bond by the deadline will remain the responsibility solely of the protestor, and the risk of non-receipt or delayed receipt will be borne exclusively by the protestor.

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.

2.14 Department's Reserved Rights

2.14.1 Waiver of Minor Irregularities

The Department reserves the right to waive minor irregularities when to do so would be in the best interest of the State of Florida. A minor irregularity is a variation from the terms and conditions of this ITN that does not affect the price of the reply or give the vendor a substantial advantage over other vendors and thereby restrict or stifle competition and does not adversely impact the interest of the Department. At its sole discretion, the Department may allow a vendor to correct minor irregularities, but the Department is under no obligation to do so.

2.14.2 Right to Inspect, Investigate, and Rely on Information from Other Sources

The Department reserves the right to inspect a vendor's facilities and operations, to investigate any vendor representations, and to rely on information about a vendor in the Department's records or known to Department personnel in making its best value determination. In this regard, the Department reserves the right to seek information from outside sources regarding the vendor and the vendor's offerings, capabilities, references, and performance, if the department determines that such information is pertinent to the ITN and if the Department determines in its sole discretion that it is in the State's best interest to seek such information. The Department may consider such information throughout the solicitation process including, but not limited to, determining whether the award is ultimately in the best interest of the State. This may include, but is not limited to, the Department engaging consultants, subject matter experts, and others to ensure the Department has a complete understanding of the information provided pursuant to the solicitation.

2.14.3 Rejection of All Replies

The Department reserves the right to reject all replies at any time, including after an award is made and by doing so the Department will have no liability to any vendor.

2.14.4 Withdrawal of ITN

The Department reserves the right to withdraw the ITN at any time, including after an award is made and by doing so the Department will have no liability to any vendor.

2.14.5 Reserved Rights After Notice of Intent to Award

The Department reserves the right, after posting notice thereof, to withdraw or amend its notice of intent to award and re-open negotiations with any vendor at any time prior to execution of a contract.

2.14.6 No Contract Until Execution

A notice of intent to award under this ITN will not constitute or form any contract between the Department and a vendor. No contract will be formed until such time as the vendor and the Department formally execute a written contract.

2.15 Diversity

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

2.16 Attorney's Fees

Under no circumstance will the Department be responsible for attorney's fees in any pre- or post-award dispute with any vendor or prospective vendor.

SECTION 3.0 RESPONDING TO THE ITN

3.1 Overview

Replies should provide a straightforward, concise description of the vendor's ability to provide the solution sought by the solicitation. Excessive information distracts readers from focusing on essentials. When responding to specific questions or requests for information, vendors must reprint each question or request in its entirety before the vendor's response.

The vendor's reply may not apply any conditions or exceptions to any mandatory requirements of the solicitation. Any such conditions or exceptions will be ignored and of no effect.

Do 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 or evaluated as part of the reply.

3.2 Submittal of Replies

Each vendor is responsible for ensuring that its reply is delivered at the proper time and to the proper place. **REPLIES MUST BE RECEIVED AT OR BEFORE THE TIME AND DATE** reflected on the schedule included in Section 1.9 ("Schedule of Events and Deadlines") of this ITN. The Department will reject late replies.

The face of each box containing a reply submitted to the Department must be addressed to the attention of the Procurement Officer, indicate the Departmental Purchasing address

(as provided in Section 1.6, (“Procurement Officer and Restriction on Communication”), and state the ITN title and number. Any submitted documents claimed to be exempt from Florida’s Public Records Law must comply with the provisions of Section 2.10.4 (“How to Claim Protection for Exempt Materials”) at the time of the reply submission.

The reply must be submitted in a properly marked, sealed box(es) containing the following:

- (a) One original and six separate, bound paper copies of all volumes of the reply;
- (b) Six electronic copies on six separate portable drives. **This set of electronic copies must not include the Price Reply** (See ITN Section 3.3 (“Format of Reply”). Acceptable portable drives include a portable hard drive, thumb drive, and similar devices. The portable drive must have a USB connection and must be compatible with Microsoft operating systems. The PDF file containing the reply must be named in the following format: “[Vendor’s Name] Reply to Seed to Sale ITN”; and
- (c) One electronic redacted copy of the entire reply on a separate portable drive in readable PDF format (if applicable, as described in Section 2.10.4 (“How to Claim Protection for Exempt Materials”) of this ITN).

3.3 Format of Reply

VENDORS MUST SUBMIT REPLIES IN THE FOLLOWING FORMAT AND ORDER IN ACCORDANCE WITH THE INSTRUCTIONS PROVIDED. EACH REPLY MUST BE TABBED AS FOLLOWS:

Volume 1: General Information and Forms

- **Tab A: Introductory Section**

The following documents will comprise the Introductory Section of a vendor’s reply to this ITN:

- (a) Transmittal Letter. The purpose of this letter is to transmit the reply. The transmittal letter should be brief and signed by an individual who is authorized to commit the vendor to the services and requirements as stated in this ITN. The transmittal letter must also include the name and contact information for the vendor’s primary contact person for this solicitation. The transmittal letter must not exceed one page.

- (b) Title Page and Table of Contents. The title page should bear the name and address of the vendor and the name and number of this ITN. This should be followed by a table of contents for the entire reply.
- (c) Declaration of Exempt Information. A listing of information that is claimed to be exempt from public disclosure must be provided immediately following the table of contents. This listing must identify each section of the reply that has been marked as exempt and excluded from the redacted copy provided with the reply as described in Section 2.10 (“Public Records and Vendor’s Confidential Information”) of this ITN.

- **Tab B: Corporate Performance History (see ITN Section 5)**

Vendors must respond to each question and request for information in Section 5 (“Corporate Performance History – Reply Disclosures”) of this ITN. Vendors must restate each question or request for information and provide a response to the question or request for information in a different colored font. Failure to submit a response to a question or request for information or any subparts of a question or request for information may disqualify the vendor from further consideration.

- **Tab C: Proof of Bonding Capacity (see ITN Section 6)**

Vendors must include a surety commitment letter as described in ITN Section 6 (“Proof of Bonding Capacity”).

- **Tab D: Vendor Information and Required Forms (see ITN Section 9).**

Vendors must include the following forms:

- Form 1 – Vendor Certification must be completed as specified in Section 9 (“Forms”).
- Form 2 – Notice of Conflict of Interest must be completed as specified in Section 9 (“Forms”).
- Form 3 – Non-Collusion Affidavit must be completed as specified in Section 9 (“Forms”).
- Form 4 – Statement of No Involvement must be completed as specified in Section 9 (“Forms”).
- Form 5 – Business/Corporate Reference must be completed as specified in Section 9 (“Forms”).

- Form 6 – Corporate Information must be completed as specified in Section 9 (“Forms”).
- Form 7 – Subcontractors must be completed as specified in Section 9 (“Forms”).

Volume 2: Technical Reply

Vendors must respond to each question and request for information in Section 7 (“Technical Reply”) of this ITN. Failure to submit a response to a question or request for information or any subparts of a question or request for information may result in a lower-scored technical reply.

Volume 3: Price Reply

Vendor must submit a Price Reply as provided in ITN Section 8 (“Price Reply”).

SECTION 4.0 EVALUATION, SELECTION, AND AWARD

The Department intends to award the contract to the responsible and responsive vendor that presents the best value to the State after negotiations are conducted.

This procurement may be supported by technical advisors and subject matter experts who will provide information and technical support to the Department. To assist with this procurement process, the Department contracted with Deloitte Consulting LLP (“Deloitte”) as a technical subject matter expert for this solicitation. Deloitte will not receive override commissions or any other valuable consideration, in any form, from any involved party when such fee proceeds are from, or may be attributable to, the award of the contract with the Department. Fees earned by Deloitte relating to this procurement are limited exclusively to those fees paid under the contract for services between Deloitte and the Department.

4.1 Evaluation Phase

4.1.1 Evaluation Criteria and Process

All replies will be reviewed by the Department to determine responsiveness prior to the qualitative evaluation and scoring of the replies. Failure to provide the Proof of Bonding Capacity required by Section 6, the Price Reply required by Section 8, or the Vendor Information and Required Forms required by Section 9, will result in the vendor being deemed nonresponsive. Responses to Section 7 (“Technical Reply”) will be scored at the evaluation phase but will not be used to determine responsiveness.

The Department will establish an Evaluation Team to qualitatively evaluate and score replies. The Evaluation Team will score according to Section 4.1.2.1 (“Technical Reply Scoring”) of this ITN. The Evaluation Team will hold a public meeting to submit their scores to the Procurement Officer.

4.1.2 Scoring of Replies During Evaluation Phase

Each evaluator will be provided a copy of each responsive vendor’s Volume 2 Technical Reply. The evaluators will evaluate Technical Replies using the assessment scale in Section 4.1.2.1 (“Technical Reply Scoring”). The Department will use the evaluators’ Technical Scores together with the Price Scores (see Section 4.1.2.2 (“Price Scoring”)) to establish a competitive range of vendors reasonably susceptible of award.

4.1.2.1 Technical Reply Scoring

Technical Replies will be scored based on responses to Section 7 (“Technical Reply”). In all responses, clarity is necessary. Evaluators are not expected to decipher vague, ambiguous, overly complex, or otherwise difficult to understand responses. Any reply that is not clearly presented in terms of its narrative description may be down-scored.

For the Experience and Background portion of the Technical Reply (Section 7.1), the Evaluators will consider how well the vendor demonstrates experience in performing services or supplying products of similar scope and size using the following point scale system:

Assessment	Assessment Description	Evaluator Score
Exceptional	<ul style="list-style-type: none"> Extensive, substantial experience providing products and services that are similar to the services sought through this ITN 	4
Good	<ul style="list-style-type: none"> Considerable experience providing products and services that are similar to the services sought through this ITN 	3
Adequate	<ul style="list-style-type: none"> Some experience providing products and services that are similar to the services sought through this ITN 	2
Poor	<ul style="list-style-type: none"> Minimal experience providing products and services that are similar to the services sought through this ITN 	1
Inadequate	<ul style="list-style-type: none"> No experience providing products and services that are similar to the services through this ITN 	0

The Evaluation Team will apply the scoring guidelines of “Understanding,” “Functionality” and “Capability” to each vendor’s Technical Requirements (Section 7.2) portion of the Technical Reply, using the following point scale system:

Point Scale System		
<p>Understanding: The knowledge of and familiarity with the subject and demonstrated comprehension of the requested individual components and the whole.</p> <p>Functionality: The quality of having a practical use, the quality of being functional, the particular use or set of uses for which something is designed, and the sum or any aspect of what a product can do for a user.</p> <p>Capability: The ability to meet the stated requirements through a set of controllable and measurable faculties, features, functions, processes, or services.</p>		
Assessment	Assessment Description	Evaluator Score
Exceptional	<ul style="list-style-type: none"> • Demonstrates superior understanding of the project • Greatly exceeds desired functionality or services described in Attachment A • Provides excellent and innovative capability 	4
Good	<ul style="list-style-type: none"> • Demonstrates above-average understanding of the project • Partially exceeds desired functionality or services described in Attachment A. • Provides above-average capability 	3
Adequate	<ul style="list-style-type: none"> • Demonstrates general understanding of the project • Meets desired functionality or services described in Attachment A. • Provides acceptable capability 	2
Poor	<ul style="list-style-type: none"> • Demonstrates insufficient project understanding • Partially addresses desired functionality or services described in Attachment A. • Presents limited capability 	1
Inadequate	<ul style="list-style-type: none"> • Demonstrates lack of understanding of the project 	0

	<ul style="list-style-type: none"> • Fails to meet desired functionality or services described in Attachment A. • Fails to demonstrate capability 	
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Fractional scores will not be assigned by evaluators.

The Technical Replies will be scored in nine categories identified in the table below. Within each of the nine categories, each evaluator will assign a score from zero to four for each item in the category. The categories are found in Attachment A, Scope of Work and Functionality, and Section 7.1 (“Experience and Background”). The maximum possible unweighted points for each category are as follows:

Category	Maximum Unweighted Points
Experience and Background (Section 7.1)	24
Business Functionality (Attachment A)	212
Hardware and Hosting (Attachment A)	100
Security and Privacy (Attachment A)	44
Testing (Attachment A)	12
Project Management and Staffing (Attachment A)	84
Training (Attachment A)	24
Maintenance and Support (Attachment A)	72
System Change Management (Attachment A)	36

Each evaluator’s Technical Score for a vendor will be calculated using this formula:

$$100 \left[\left(\frac{BF}{212} \right)^{(0.20)} + \left(\frac{HH}{100} \right)^{(0.15)} + \left(\frac{SP}{44} \right)^{(0.15)} + \left(\frac{TE}{12} \right)^{(0.10)} + \left(\frac{PM}{84} \right)^{(0.10)} + \left(\frac{T}{24} \right)^{(0.05)} + \left(\frac{MS}{72} \right)^{(0.10)} + \left(\frac{SCM}{36} \right)^{(0.10)} + \left(\frac{E}{24} \right)^{(0.05)} \right]$$

In the above formula:

- E denotes the vendor’s Experience and Background unweighted points.
- BF denotes the vendor’s Business Functionality unweighted points.
- HH denotes the vendor’s Hardware and Hosting unweighted points.
- SP denotes the vendor’s Security and Privacy unweighted points.
- TE denotes the vendor’s Testing unweighted points.

- PM denotes the vendor’s Project Management and Staffing unweighted points.
- T denotes the vendor’s Training unweighted points.
- MS denotes the vendor’s Maintenance and Support unweighted points.
- SCM denotes the vendor’s System Change Management unweighted points.

After this calculation is performed, the Technical Score will be rounded to two decimal points.

Each vendor’s Technical Score by an evaluator will range between 0 and 100 per the above formula.

There will be three evaluators, so each vendor will receive three Technical Scores. The Technical Scores from each evaluator will be added together to generate the vendor’s Total Technical Score. A vendor’s Total Technical Score will be a number between 0 and 300.

4.1.2.2 Price Scoring

Each vendor’s Price Reply will be scored based on the following formula:

$$100 \left[\frac{\text{Lowest Vendor's Total Initial-Term Price}}{\text{Vendor's Total Initial-Term Price}} \right]$$

The resulting score will be rounded two decimal places and will be the vendor’s Price Score.

The Price Score will be computed by the Procurement Officer. The Evaluation Team will not review the Price Reply and will not otherwise be made aware of the prices or Price Score.

Vendors may not submit an initial term price that totals zero dollars. Any reply containing an initial term price that totals zero dollars will be deemed non-responsive.

4.1.2.3 Total Evaluation Score

A vendor’s Total Evaluation Score will be calculated using this formula:

$$100 \left[\left(\frac{T}{300} \right) (0.75) + \left(\frac{P}{100} \right) (0.25) \right]$$

In this formula, T denotes the vendor’s Total Technical Score, and P denotes the vendor’s Price Score. The resulting score will be rounded two decimal places and will be the vendor’s Total Evaluation Score.

A vendor’s Total Evaluation Score will be between 0 and 100.

4.1.2.4 Competitive Range

The Total Evaluation Scores will establish the competitive range of replies reasonably susceptible of contract award.

4.2 Negotiation Phase

4.2.1 Goal of Negotiation Process

Generally, the negotiation process is intended to enable the Department to determine which vendor's replies presents the best solution and ultimately the best value to the State. The Department intends to negotiate the scope of work, terms, and conditions of a resulting contract during the negotiation phase.

4.2.2 Negotiation Process

After a competitive range of replies is established in the Evaluation Phase, the Department intends to select at least two vendors for negotiations. Although the Department intends to negotiate with at least two vendors, it reserves the right to select fewer or more vendors with whom to negotiate.

No presumption of preference or merit in the negotiation process or for contract award will arise from the scores awarded during the Evaluation Phase, and such scores, weights, and ranking will not carry over to the Negotiation Phase.

The Department will establish a Negotiation Team to conduct the negotiations, assess the final value proposition of each vendor, and make a best value award decision based on the selection criteria (identified in Section 4.3.2 ("Selection Criteria")). The Negotiation Team will not be bound by Evaluation Phase scoring or weighting, has full authority to reassess any of the Evaluation Phase determinations, and may consider any additional information that comes to its attention during the Negotiation Phase.

Vendors may be provided an opportunity to recommend value alternatives and provide information and alternative solution options during the Negotiation Phase. The Department reserves the right to negotiate all terms, solutions, and pricing if the Department determines that such negotiated terms would provide the best value to the State with any or all vendors. The Negotiation Team may address each proposed alternative during negotiations but is under no obligation to accept a proposed alternative.

The Department may negotiate sequentially or concurrently (or a combination of both) and may at any time during the Negotiation Phase eliminate a vendor from further consideration. Additionally, the Department reserves the right to conclude negotiations at any time and proceed to contract award.

4.2.3 Vendor Attendance at Negotiation Sessions

Negotiation sessions are the formal meetings between the Negotiation Team and the vendor(s). The Department reserves the right to require attendance at negotiation sessions by particular representatives of the vendor; such as, the executive sponsor, the contract manager, or other individuals that will perform a critical role in establishment and maintenance of the State System.

The Department also reserves the right to limit the numbers of persons who may attend negotiations on behalf of a vendor.

4.2.4 Revised Replies and Best and Final Offers

During the Negotiation Phase, the Department may request additional information, clarification, and revisions to replies (including best and final offers and revised best and final offers) until it is satisfied that it has achieved the best value to the State.

Failure to provide any information requested by the Department during the Negotiation Phase may result in termination of negotiations with the vendor.

4.2.5 Other Department Rights During Negotiations

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

- Engage in sequential or concurrent negotiations with any responsive vendors.
- Schedule additional negotiation sessions with any, some, or all responsive vendors.
- Require any, some, or all responsive vendors to provide additional, revised, or final replies addressing specified topics.
- Require any, some, or all responsive vendors to provide a written best and final offer and revised best and final offers.
- Require any, some, or all responsive vendors to address services, prices, or conditions offered by any other vendor; however, the Department shall have no obligation to do so.
- Pursue a contract with one or more responsive vendors for the goods and services encompassed by this solicitation.
- Arrive at an agreement with any responsive vendor, finalize principal contract terms with such vendor, and terminate negotiations with any or all

other vendors, regardless of the status of or scheduled negotiations with such other vendors.

- Decline to conduct further negotiations with any vendor.
- Re-open negotiations with any vendor.
- Take any additional administrative steps the Department deems necessary in determining the final award, including additional fact-finding, evaluation, or negotiation where consistent with the terms of this solicitation.
- Review and rely on relevant information contained in the replies.
- Include subject matter experts or other interested persons in negotiations with vendors, vendor presentations, and meetings at which negotiation strategies are discussed.
- Obtain and check references to assess extent of success or failure of past projects by the vendors.
- Request pricing options or models different from the initial pricing.
- Request additional references.
- Contact current or former customers of the vendor.
- Request any information from the vendors that will assist in conducting negotiations and achieving best value.
- Revise, add, delete, change, or modify any part of Attachment A.

The Department has sole discretion in deciding whether and when to take the foregoing actions during negotiations, the scope and manner of such actions, and whether to provide concurrent notice to vendor and public notice of any such decision.

4.2.6 Negotiation Meetings Not Open to Public

Negotiations between the Department and vendors are temporarily exempted from Chapter 286, Florida Statutes.

Negotiation Team strategy meetings are exempted by section 286.0113(2)(b)2., Florida Statutes.

The Department will record all meetings of the Negotiation Team, as required by law, and such recordings will eventually become a public record. During negotiations, a vendor

must inform the Department if any portion of the meetings should be considered exempt because of discussions of trade secrets or other exempt information so that the Department can make appropriate arrangements for the segregation of the recording.

4.2.7 Performance Measures

Pursuant to section 287.058, Florida Statutes, the resulting contract must contain performance measures which specify the required minimum level of acceptable service to be performed. This contract provision will be based on the final determination of the tasks and deliverables that result from negotiations.

4.2.8 Financial Consequences

Pursuant to section 287.058, Florida Statutes, the resulting contract must contain financial consequences that will apply if the vendor fails to perform in accordance with the contract terms. This contract provision will be based on the final determination of the performance measures that result from negotiations.

4.3 Final Selection and Notice of Intent to Award Contract

4.3.1 Award Selection

The Department will select for contract award the responsive and responsible vendor that provides the best value to the State based on the selection criteria in Section 4.3.2 (“Selection Criteria”).

4.3.2 Selection Criteria

The Department’s best value determination will be based on the following selection criteria:

1. The capability, design, and quality of the vendor’s approach, solutions, and functionality to meet the State’s needs as described in this ITN and as negotiated.
2. Experience and skills of the vendor and vendor’s proposed staff relative to the proposed solution.
3. Vendor’s references and track record implementing similar solutions to the ones specified in this ITN.
4. Vendor’s overall experience and workmanship in its business field.
5. Vendor’s pricing.

4.3.3 Department’s Negotiation Team Decision

The Department's Negotiation Team will determine which vendor's offer and final reply, if any, provides the best value to the State based on the selection criteria. In so doing, the Negotiation Team will not engage in scoring, but will arrive at its decisions by majority vote during a public meeting.

The scores from the Evaluation Phase will not carry over into the Negotiation Phase, and the Negotiation Team will not be bound by those scores.

The Negotiation Team's decision notwithstanding, the Department reserves the right to reject all replies at any time and/or cancel and withdraw the solicitation without making award, including without limitation after any vote of the Negotiation Team.

4.3.4 Posting Notice of Intent to Award

If the Department decides to award a contract, it will post a Notice of Intent to Award Contract, stating its intent to contract with the vendor identified therein, on the VBS. If the Department decides to reject all replies, it will post its notice on the VBS.

4.4 Vendor Registrations

The awarded vendor, if any, must register in MyFloridaMarketPlace (MFMP) and with the Department of State, Division of Corporations, prior to contract execution. For additional information, please visit:

https://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace

4.5 Composition of the Contract

The Department intends that the contract awarded as a result of this ITN will be comprised of Attachment A, Scope of Work and Functionality, and the draft Seed-to-Sale Tracking System Contract provided in Attachment B to this ITN, which contains proposed general contract terms and conditions. The Department intends to negotiate the contract terms in Attachment B during the Negotiation Phase, but is under no obligation to accept any changes proposed by a vendor to the terms during those negotiations.

Any attempts to red-line or modify the terms of the Department's proposed contract will be disregarded and ignored by the Department during the Evaluation Phase. Therefore, a vendor should not include in their original reply any alterations or edits to the Department's proposed contract. Vendors must price their reply assuming no changes to the proposed Attachment B Contract.

SECTION 5.0 CORPORATE PERFORMANCE HISTORY – REPLY DISCLOSURES

Instructions: Each vendor shall provide responses to the following questions and request for information. The vendor’s response to this section will not be scored. It will, however, be considered by the Negotiation Team during negotiations. Within your reply, print the question or request for information and then provide your response in a different color font. Include this information in your reply Volume 1 (see ITN Section 3.3 (“Format of Reply”)).

1. Identify all public entity clients within the last five years that the vendor, or any of its affiliates, are or were in contract with for the performance of services similar to those required in this ITN. Include the contact information of the public entity’s contract manager. The Department may contact those entities regarding the vendor’s performance of the contract.
2. Have you been involved in any acquisitions or mergers within the last five years?
 - (a) If yes, describe.
3. For the performance of services or provision of goods similar to those required in this ITN, have you ever been notified of or been declared in breach or default of a contract; received written notice that you were considered to be in breach or default; or been defaulted on a contract with any other business entity?
 - (a) If so, provide the particulars, including when, where, which parties were involved, what occurred, and the ultimate outcome.
4. Have you ever been issued a letter of non-compliance on a contract involving products and services similar to those required in this ITN?
 - (a) If so, advise when, where and the ultimate outcome of such actions.
5. Have you ever terminated or given notice of termination of any contract for which you provided products and services similar to those required in this ITN?
 - (a) If so, provide the particulars, including when, where, which parties were involved, what occurred, and the ultimate outcome.
6. Have you ever received notice of termination or had a contract terminated by the other party for which you provided products and services similar to those required in this ITN?
 - (a) If so, provide the particulars, including when, where, which parties were involved, what occurred, and the ultimate outcome.

7. Have you ever been assessed or paid liquidated damages/performance credits or any other type of penalty for failure to meet performance metrics regarding the provision of products and services similar to those required in this ITN?
 - (a) If so, advise when, where, the amount(s) paid and the outcome of such actions.
8. Describe any discipline, fines, litigation and/or government action taken, threatened or pending against your company or any entities of your company during the last five years regarding the provision of products and services similar to those required in this ITN. This information must include whether the vendor has had any registrations, licenses, and/or certification suspended or revoked in any jurisdiction within the last five years, along with an explanation of circumstances.
9. Identify and describe all security breaches and/or security incidents (that may not have reached the level of a breach) within the last 5 years related to the products and services your business offers and supplies to customers. Explain how this was handled by the organization.
10. Identify and describe all convictions of the vendor; 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.

SECTION 6.0 PROOF OF BONDING CAPACITY

Instructions: The vendor must submit a letter of commitment issued by a bonding company authorized to issue bonds in the State of Florida for a performance bond with a penal sum no less than the vendor's Total Initial Term Price in its Price Reply. Include this information in your reply Volume 1 (see ITN Section 3.3 ("Format of Reply")).

SECTION 7:0 TECHNICAL REPLY

Instructions: In your Technical Reply, reprint the question or request for information and then supply your response in a different-colored font. Technical Replies must be submitted in Volume 2 of your reply (see ITN Section 3.3 ("Format of Reply")).

7.1 Experience and Background

1. Describe the vendor's experience in providing similar products and services, including a brief history of the organization, its growth, and its ownership structure.
2. Describe the vendor's experience with public sector clients.
3. How many years has the vendor provided products and services to:
 - (a) Public sector clients?
 - (b) Private sector clients?
4. State the total number of clients the vendor has been supporting in the past twelve months, for similar products and services and describe how the scope of services is similar to the services sought through this ITN.
5. Do you expect to make major changes to your proposed product and services within the next 24 months (e.g., new versions, additional functionality, etc.)?
 - (a) If yes, describe the changes and the expected schedule of changes.
6. Describe the key advantages of your organization and particular differentiators that set your organization apart from other industry competitors.

Failure to submit a response to any item above may result in a lower score.

7.2 Technical Requirements

The awarded vendor will be expected to comply with the Scope of Work and Functionality requirements listed in Attachment A, as negotiated. Accordingly, the following questions should be answered with sufficient detail so that the reader can be informed of the initial solution offered and how that solution would be implemented. Each question or request for information corresponds to a service and functionality component listed in the Attachment A. Each of the service and functionality components listed in Attachment A contains several items. A vendor's response will be scored as provided in this ITN and serve as the basis to begin negotiations if invited to the negotiation phase.

Instructions: Vendors must reprint each item within the service and functionality components and provide a proposed solution to the item in a different-colored font. For example, the Business Functionality component contains items BF-1.1 through BF-7.6. Vendors must reprint each item within Business Functionality (BF-1.1 through BF-7.6) and provide a proposed solution to each item in a different colored font. Failure to submit a proposed solution to any item may result in a lower score.

1. Describe and explain your proposed solution to each item in Business Functionality (BF-1.1 through BF-7.6) in Attachment A.

2. Describe and explain your proposed solution to each item in Hardware and Hosting (HH-1.1 through HH-6.8) in Attachment A.
3. Describe and explain your proposed solution to each item in Security and Privacy (SP-1.1 through SP-2.1) in Attachment A.
4. Describe and explain your proposed solution to each item in Testing (TE-1.1 through TE-1.3) in Attachment A.
5. Describe and explain your proposed solution to each item in Project Management and Staffing (PM-1.1 through PM-11.1) in Attachment A.
6. Describe and explain your proposed solution to each item in Training (T-1.1 through T-1.6) in Attachment A.
7. Describe and explain your proposed solution to each item in Maintenance and Support (MS-1.1 through MS-7.3) in Attachment A.
8. Describe and explain your proposed solution to each item in Systems Change Management (SCM-1.1 through SCM-1.9) in Attachment A.

7.3 Value Added Services

A vendor may offer services other than those specifically outlined in this solicitation that it believes offer additional benefits to the Department (Value-Added Services). Innovative ideas, new concepts, and additional services will be considered. Information provided in this section will not be scored by the Evaluation Team but will be considered by the Negotiation Team if the vendor is invited to negotiations.

Instructions: Provide a description and explanation of any Value-Added Services that you are offering. If you are not offering any Value-Added Services, then please so state.

SECTION 8.0 PRICE REPLY

Instructions: Vendors are required to provide their proposed pricing by 12-month calendar year (beginning on the date the resulting contract is fully executed) and as a total for the initial five-year term. Vendor are also required to provide renewal pricing for each year of a five (5) year renewal. Only the total initial-term pricing will be scored per Section 4.1.2.2 (“Price Scoring”) of this ITN. Pricing must be all inclusive for the price of the State System and cover the entire Scope of Work and Functionality in Attachment A and contractual requirements of the draft contract in Attachment B. Price Replies will be scored according to the formula in Section 4.1.2.2 (“Price Scoring”) of this ITN. The Price Reply must be submitted in Volume 3 (see ITN Section 3.3 (“Format of Reply”)).

Note: The State System is required to store unique identifiers regardless of which technology generates the identifier. The Department is not purchasing RFID tags or other similar hardware that generates identifiers, and as such these items should not be included in the vendor's Price Reply.

8.1 Format of Price Reply

Price Replies must be provided to the Department by submitting a completed Attachment C, Price Reply.

SECTION 9.0 FORMS

Instructions: The following forms (Form 1 through Form 7) must be completed and attached in their entirety with the signature of the vendor's authorized agent. The information submitted by vendors on the following form will not be scored. Include these forms in Volume 1 (see ITN Section 3.3 ("Format of Reply")).

FORM 1 – VENDOR CERTIFICATION

As the person authorized to sign on behalf of _____ [vendor name], I certify the following:

1. The above-named vendor understands that all information provided by, and representations made by, the vendor are material and will be relied on by the Department in awarding the contract. Any misstatement will be treated as fraudulent concealment from the Department of true facts relating to the submission of the reply. A misrepresentation is punishable by law, including but not limited to Chapter 817, Florida Statutes. Accordingly, all information and representations contained in this reply are true and accurate to the best of my knowledge, and no modifications have been made to this ITN Section 9 form submitted with the vendor's reply.

2. The above-named vendor has not been placed within the last 36 months on the Department of Management Service's Convicted Vendor List or on a similar list maintained by any other governmental entity.

3. The above-named vendor is not currently under suspension of debarment by the State of Florida or any other governmental entity.

4. The above-named vendor and its affiliates, subsidiaries, directors, officers, and employees are not, to their knowledge, currently under investigation by any governmental authority and have not in the last 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.

5. The above-named vendor currently has no delinquent obligations to the State of Florida, including a claim by the State for liquidated damages under any other contract.

6. The above-named vendor has fully informed the Department in writing of all convictions of the vendor; 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.

7. Neither the vendor nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:

Has within the preceding three 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 or more federal, state, or local government contracts terminated for cause or default.

8. The vendor has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, 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 response.

9. The vendor agrees to indemnify, defend, and hold harmless the Department and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the vendor's preparation of its bid.

10. The vendor confirms that it does not presently have a contractual relationship with the Department to perform any services pursuant to section 381.986, Florida Statutes.

11. The vendor confirms that it does not have a direct or indirect financial interest in an MMTC or a CMTL, as mandated pursuant to section 381.986(8)(d), Florida Statutes. The term "interests" as used here shall have the same meaning as the term is defined in Florida Administrative Code Rule 64-4.001(12).

12. The vendor confirms that it has (or will have prior to execution of any contract resulting from this ITN) an MMTC/CMTL System available for future purchase directly by MMTCs and CMTLs that meets all the requirements of section 381.986(8)(e), Florida Statutes, and that such system has the technical capability to share required data with the State System. Vendor understands that the actual purchase and sale of an MMTC/CMTL System (including terms and pricing) is between MMTCs, CMTLs, and the vendor and is outside the scope of this ITN.

Signature of Authorized Representative:

Name: _____

Title: _____

Date: _____, 2021

Mailing Address:

Email Address: _____

Telephone: _____

FORM 2 – NOTICE OF CONFLICT OF INTEREST

Vendor Name: _____

For the purpose of participating in the solicitation process and complying with the provisions of Chapter 112, of the Florida Statutes, the undersigned corporate officer states as follows:

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 employees who own an interest of ten percent or more in the vendor named above:

_____	_____
_____	_____
_____	_____

Signature of Authorized Representative:

Name: _____

Title: _____

Date: _____, 2021

FORM 3 – NON-COLLUSION AFFIDAVIT

STATE OF _____

COUNTY OF _____

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

1. The price(s) and amount(s) of this reply have been arrived at independently and without consultation, communication or agreement with any other vendor or potential vendor.
2. Neither the price(s) nor the amount(s) of this reply, and neither the approximate price(s) nor approximate amount(s) of this reply, have been disclosed to any other vendor or person who is a vendor, Provider, potential Provider, Proposer, or potential Proposer, and they will not be disclosed before reply submission.
3. No attempt has been made or will be made to induce any vendor or persons to refrain from submitting a reply for the contract, or to submit a price(s) higher than the prices 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.

I state that I and the named vendor 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 affidavit is, and shall be treated as, fraudulent concealment from the State of Florida of the true facts relating to the submission of responses for the contract.

Dated this _____ day of _____ 2021.

Name of Vendor:

Signed by:

Print Name:

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

Subscribed and sworn before me this _____ day of _____ 2021.

Notary Public:

My Commission Expires:

FORM 4 – STATEMENT OF NO INVOLVEMENT

I, _____, as an authorized representative of _____, certify that no member of this firm nor any person having any interest in this firm has been involved with the Department of Health to assist it in:

1. Developing this solicitation; or
2. Performing a feasibility study concerning the scope of work contained in this Invitation to Negotiate.

Dated this _____ day of _____ 2021.

Name of Vendor:

Signed by:

Print Name:

FORM 5 – BUSINESS/CORPORATE REFERENCE

Provide at least three references for clients for whom you currently or within the last 24 months provide similar products and services in the tables below. References must include at least one reference for which the proposed Contract Manager provides services. (Add additional tables as needed for this response.)

Information	Reference #1
Company name	
Contact person	
Title	
Address	
City	
State	
Telephone number	
Email address	
Size of account	
Contract period	
Brief summary of services	

Information	Reference #2
Company name	
Contact person	
Title	
Address	
City	
State	
Telephone number	
Email address	
Size of account	
Contract period	
Brief summary of services	

Information	Reference #3
Company name	
Contact person	
Title	
Address	
City	
State	
Telephone number	
Email address	
Size of account	

Contract period	
Brief summary of services	

Name of Vendor:

Signed by:

Print Name:

FORM 6 –CORPORATE INFORMATION

Instructions: Complete the form below with information for each requested item below.

1. Vendor General Information

Company Information	Response
Vendor's legal name	
Address	
City	
State	
ZIP Code	
Web address	
Corporate tax status	
Federal Employer Identification Number (FEIN)	

2. Contact Information

Identify the primary contact person responsible for the overall development of the vendor's reply.

Primary Contact	Response
Name	
Title	
Address	
City	
State	
ZIP Code	
Telephone number	
Email address	

3. Executive Sponsor

Provide the following information regarding the Executive Sponsor that will be assigned to the State's account. This individual is the highest-ranking officer with direct involvement in the State's account. In addition, submit a resume or curriculum vitae for the Executive Sponsor shown below.

Executive Sponsor	Response
Name	
Title	
Address	
City	

State	
ZIP Code	
Telephone number	
Email address	
Years of industry experience	
Years with the organization	
Years in the current position	

4. Contract Manager

Provide the following information regarding the Contract Manager that will be assigned to the Contract. This individual provides oversight of account services under the Contract. In addition, submit a resume or curriculum vitae for the Contract Manager shown below.

Contract Manager	Response
Name	
Title	
Address	
City	
State	
ZIP Code	
Telephone number	
Email address	
Years of industry experience	
Years with the organization	
Years in the current position	

FORM 7 – SUBCONTRACTORS

Provide responses below for each subcontractor that the vendor proposes to perform any of the required services under the contract. If additional subcontractors are proposed, copy and insert additional tables and update the header (i.e., subcontractor #2). Submission of this information does not indicate the Department’s approval (see Section 2.14 (“Subcontracting”) of this ITN, but provides the Department with information on proposed subcontractors for initial review.

Information	Subcontractor #1
Subcontractor Name	
Corporate address, telephone number, and website	
Office address, telephone number, and website of the proposed Subcontractor that will be performing any of the required services under the contract	
Primary contact person name, address, email address and telephone number	
Brief summary of the history of the Subcontractor's company and information about the growth of the organization on a national level and within the State of Florida	
Describe any significant government action or litigation taken or pending against the Subcontractor's company or any entities of the Subcontractor's company during the most recent five years	
List and describe the services the Subcontractor will be responsible for in the performance of the contract	
Explain the process for monitoring the performance of the subcontractor and measuring the quality of its results.	
Is this Subcontractor currently registered as a Minority Business Enterprise (CMBE) or Women-Owned Business (WBE) certified by the State of Florida?	

Describe the process that you will implement during the contract term to ensure that background checks will be completed on the subcontractor.	
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Name of Vendor: _____

Signature of Authorized Representative: _____

Print Name: _____

Date: _____

END OF TEXT