Department of MANAGEMENT SERVICES

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

Ron DeSantis, Governor
Pedro Allende, Secretary

INVITATION TO NEGOTIATE

FOR

MyFloridaNet-3 Core Services

ITN NO: DMS-24/25- 260

THE STATE OF FLORIDA

DEPARTMENT OF MANAGEMENT SERVICES

Refer ALL inquiries to:
Procurement Officer: Christia Nunnery
Florida Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, FL 32399-0950
Phone: (850) 488-9996
Email: christia.nunnery@dms.fl.gov

Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes (F.S.), 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, F.S.

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

NOTICE PURSUANT TO SUBSECTION 287.057(25), F.S.
Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the seventy-two (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 a newly structured telecommunications infrastructure service and support contract. This procurement is intended to establish a multi-year strategic partnership with a single core Vendor to reduce the cost of services, improve the quality of services provided, and increase long-term value to the State. The services sought with this ITN will provide Customers with the next iteration of Florida's statewide backbone and other telecommunication services. Collectively, the services and commodities covered by this ITN will be referred to as MyFloridaNet-3 Core Services (MFN-3 Core Services). MFN-3 Core Services will continue to provide an enterprise Multiprotocol Label Switching (MPLS) backbone along with enhanced security, cloud transport services, multimedia integration, and other services.

The solicitation will be administered through the MyFloridaMarketPlace (MFMP) Vendor Information Portal (VIP). Respondents interested in submitting a Reply must comply with all of the terms and conditions described in this ITN.

The Department intends to award a single Contract to one Respondent or to make no award as determined to be in the best interest of the State.

The resulting Contract, if any, will be used by the Department and other authorized entities, collectively referred to as "Customers."

1.2 Background

The Department of Management Services and L3Harris Technologies entered into the MFN-2 contract in 2016 to provide network services for state government and eligible users including Florida county and city governments, school districts, universities, community colleges, and non-profit organizations. MFN-2 is a multi-year contract for Florida providing a wide range of services, including core Wide Area Network (WAN), Metropolitan Area Network (MAN), and broadband solutions, all tailored to meet the diverse needs of its subscribers. These services are underpinned by stringent Service Level Agreements (SLAs) that guarantee availability, performance, and delivery expectations.

MFN-2 offers flexible cloud connectivity solutions through Layer-2 and Layer-3 options. The Layer-2 service, designated as Cloud Connect 2 (CC2), provides dedicated point-to-point Ethernet connections to cloud providers, leveraging redundant Azure connections and optional dual links for other services at additional costs. The Layer-3 option, NetBond (NB3), facilitates Network Address Translation (NAT) and offers redundancy through AT&T's infrastructure in Orlando and Jacksonville, with a maximum bandwidth of 1 Gbps. The network also supports Interstate Services, enabling custom solutions for disaster recovery, SaaS integrations, or other needs that extend beyond Florida's state boundaries.

Customer Premise Equipment (CPE) options under MFN-2 include contract-acquired devices with maintenance and installation services or customer-provided hardware that meets specific requirements. Contract-acquired CPE offers a four-hour restoration SLA, provided Simple Network Management Protocol (SNMP) access is enabled. Customer-provided CPE must be certified, up-to-date, and configured by the customer, with optional monitoring and management services available through the MFN-2 Network Operations Center (NOC). Ancillary services

complement the core offerings, including expedited installations, data storage solutions, email and web hosting for e-rate eligible entities, and Managed Security Services (MSS). MSS encompasses capabilities such as event monitoring, vulnerability management, log retention, and advanced threat intelligence reporting.

These comprehensive services, coupled with a focus on reliability and customer support, have made MFN-2 a critical backbone for state and local organizations. The foundational features of MFN-2 provide a baseline for understanding the next iteration of the network, MyFloridaNet-3 (MFN-3), and the advancements it aims to introduce.

Respondents to an MFN-3 solicitation will be expected to support agency customers at a level of service and reliability contemplated in Attachment C, Service Level Agreements which will exceed the current-state implementation of MFN-2.

1.2.1 Business Case

Prior to issuance of this solicitation, the Department contracted with a private vendor to assist in the development of a business case in accordance with section 287.0571, Florida Statutes. The business case examined options for the future path of MFN-3 Core Services and recommended that the Department issue an ITN for the services described herein. The MyFloridaNet-3 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 sixty million dollars ($60,000,000). 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 Definitions

The following definitions apply to this ITN. Please see Attachment A, Statement of Work (SOW), Attachment B, Draft Contract, and Special Conditions, if any, for other definitions applicable to this ITN.

a. **Business Day:** Monday through Friday, inclusive, except for those holidays specified in section 110.117, F.S., from 8:00 a.m. to 5:00 p.m. Eastern Time.
b. **Business Network:** An online marketplace (formerly known as Ariba Network) that connects Vendors and buyers for solicitations, collaboration, and purchasing transactions. A Business Network account is required to submit responses to electronic solicitations.
c. **Confidential Information:** Any portions of a Respondent's documents, data, or records disclosed relating to its Reply that is clearly marked "Confidential" that the Respondent claims are confidential and not subject to disclosure pursuant to chapter 119, Florida Statutes (F.S.), the Florida Constitution, or any other authority.
d. **Contract:** The legally enforceable agreement that results from a successful solicitation. The parties to the Contract will be DMS and Contractor.
e. **Contractor(s):** The Respondent that will be awarded a Contract pursuant to this solicitation.
f. **Cost Reply:** A Vendor's pricing for commodities and/or services requested in this ITN.
g. **Customer(s):** As defined in Rule 60FF-1.002, F.A.C

h. **Department:** The Department of Management Services as defined by s. 20.22, F.S. Also referred to herein as "DMS."
i. **Reply:** The formal response to an ITN.
j. **Respondent:** A Vendor that submits a Reply to this ITN.
k. **State:** The State of Florida.
l. **Vendor(s):** An entity that is capable and in the business of providing a commodity or contractual service similar to those within the solicitation.
m. **VIP:** Acronym for the Vendor Information Portal (VIP), an online platform within the MyFloridaMarketPlace (MFMP) system, which serves as the State of Florida's centralized purchasing system.

1.4 Term

The initial term of the Contract(s) will be 7 years in accordance with section 2.A., Initial Term, of Attachment B, Draft Contract.

The Contract may only be renewed in accordance with section 287.057(14), Florida Statutes and section 2.B., Renewal Term, of Attachment B, Draft Contract.

1.5 Questions Being Explored

What is the best model for delivery of cost-efficient and high-quality MFN-3 Core Services?

What service options meet a variety of Customer needs?

How will the Department maintain competitive pricing throughout the initial and renewal terms of the Contract?

What is the best model for the Department to achieve the objectives stated in Attachment A, Statement of Work?

1.6 Goals of the ITN

The goals of this ITN are to establish:

a) The delivery of cost-efficient and high-quality MFN-3 Core Services;
b) Service options that meet a variety of Customers' needs;
c) Competitive pricing throughout the initial and any renewal terms of the Contract; and
d) Satisfactory objectives in accordance with Attachment A, Statement of Work

1.7 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).

1.8 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.

Christia Nunnery
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, FL 32399-0950
Phone: (850) 488-9996
Email: christia.nunnery@dms.fl.gov

*****ALL EMAILS TO THE PROCUREMENT OFFICER SHOULD CONTAIN THE ITN NUMBER IN THE SUBJECT LINE OF THE EMAIL. *****

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

1.9 Order of Precedence for Solicitation

In case of internal conflict within this ITN, the following sections shall have the order of precedence listed below.

a. This ITN document
b. Attachment E – Reply Format
c. Attachment F – Technical Reply Instructions
d. Attachment B – Draft Contract
e. Attachment A – Statement of Work
f. Attachment C – Service Level Agreements
g. Attachment K – Cost Reply Price Workbook
h. Attachment G – Instructions for Cost Reply Price Workbook
i. Other ITN attachments

1.10 Timeline of Events

The table below contains the Timeline of Events for this solicitation. The dates and times within the Timeline of Events are subject to change. It is the responsibility of the Respondent to check for any changes on the Vendor Information Portal (VIP) and in the Business Network.

Respondents shall not rely on the Business Network time clock. It is not the official submission date and time deadline. In the event of a technical malfunction or discrepancy in VIP or in the Business Network, the Timeline of Events listed in the solicitation document shall prevail. The official solicitation dates and time deadlines are reflected in the Timeline of Events.

TIMELINE OF EVENTS		
Events	Event Time (ET)	Event Date
ITN posted on VIP.	June 3, 2025	
Deadline to submit questions in the Business Network.	3:00 PM ET	June 30, 2025
Department's anticipated posting of answers to Respondent's questions on VIP.	August 11, 2025	
Deadline to submit Reply and all required documents in the Business Network	2:00 PM ET	September 8, 2025
Public Opening. Conference Room 101 4050 Esplanade Way Tallahassee, Florida 32399-0950 **Please join my meeting from your computer, tablet or smartphone.** https://global.gotomeeting.com/join/198062149 **You can also dial in using your phone.** United States (Toll Free): 1 877 309 2073 United States: +1 (646) 749-3129 **Access Code:** 198-062-149 **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 New to GoToMeeting? Get the app now and be ready when your first meeting starts: https://global.gotomeeting.com/install/198062149	3:00 PM ET	September 8, 2025
Anticipated Evaluations Phase.	September 22, 2025 – November 21, 2025	
Anticipated Negotiations Phase.	December 5, 2025 – February 9, 2026	
Negotiation Team Public Meeting Conference Room 101 4050 Esplanade Way **Please join my meeting from your computer, tablet or smartphone.** https://global.gotomeeting.com/join/432429477 **You can also dial in using your phone.**	10:00 AM ET	February 25, 2026

TIMELINE OF EVENTS		
Events	Event Time (ET)	Event Date
United States (Toll Free): 1 877 309 2073 United States: +1 (646) 749-3129 **Access Code:** 432-429-477 **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 New to GoToMeeting? Get the app now and be ready when your first meeting starts: https://global.gotomeeting.com/install/432429477		
Anticipated date to post Notice of Intent to Award on the VIP.	July 17, 2026	
Anticipated Contract Execution.	October 7, 2026	

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 MFMP Vendor Information Portal (VIP). 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. The Department intends to post a notice of an Intent to Award Contract, identifying the responsive and responsible Respondent that provides the best value to the State based on the selection criteria set forth in Subsection 4.6, 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

Vendors will submit all questions in the Business Network by the time and date reflected in the 'Timeline of Events' section of this ITN (or as revised by addenda). Questions submitted by email, telephone, postal mail, hand delivery, fax, or other means will not be accepted.

All submitted questions should be numbered and include a reference to the Tab and/or attachment to which the question pertains. Questions will not constitute a formal protest of the specifications of the ITN.

The Department's answers to submitted questions will be posted in VIP and such answers do not themselves constitute an addendum to the solicitation. The Department is not obligated to revise the solicitation or attachments.

2.3 Addenda to the Solicitation

The Department reserves the right to modify this solicitation by issuing addenda posted on VIP. It is the responsibility of the Respondent to check VIP for information and updates throughout the solicitation process and prior to submitting a Reply.

2.4 Receipt of Replies

2.4.1 Reply Deadline

The Respondent is responsible for submitting its Reply to the Department via the Business Network no later than the date and time provided in the 'Timeline of Events' section of this ITN (or as revised by addenda).

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:

https://www.dms.myflorida.com/content/download/2934/file/PUR%201001%20General%20Instructions%20to%20Respondents.pdf

3.2 Special Instructions

The following special instructions modify the general instructions provided in the incorporated PUR 1001.

Sections 8, 10 13, 17, and 18 of the PUR 1001 are deleted in entirety.

Sections 3, 4, 5, 7, 9, 11, 14, 15, 19, and 20 of the PUR 1001 are inapplicable and are replaced as follows:

3. Electronic Submission of Replies. Replies shall be submitted in accordance with Subsection 3.5 'How to Submit a Reply' of this solicitation.

4. Terms and Conditions. All Replies are subject to the terms of this solicitation, which, in case of conflict, will have the order of precedence listed in the 'Order of Precedence for Solicitation' section.

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

Attachment I, Assumptions and Exceptions, will not be provided to evaluators but will become applicable only if a Respondent is selected for negotiations. In completing Attachment I, Assumptions and Exceptions, a Respondent should limit "Exceptions" to proposed value-added changes that would materially reduce cost without adversely impacting service levels or would materially improve the quality of a proposed solution without prohibitively increasing costs.

5. Questions. Questions shall be submitted in accordance with Subsection 2.2, Questions and Answers of this solicitation.

7. Convicted Vendor, Discriminatory Vendor, Antitrust Violator, and Forced Labor Vendor Lists.

a. Convicted Vendor List.

Pursuant to section 287.133, F.S., a person or affiliate who has been placed on the Convicted Vendor List following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S. for CATEGORY TWO for a period of 36 months following the date of being placed on the Convicted Vendor List.

b. Discriminatory Vendor List.

Pursuant to section 287.134, F.S., an entity or affiliate who has been placed on the Discriminatory Vendor List may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may

not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

c. Antitrust Violator Vendor List.

Pursuant to section 287.137, F.S., a person or an affiliate who has been placed on the Antitrust Violator Vendor List following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.

d. Forced Labor Vendor List.

Pursuant to section 287.1346, F.S., a company placed on the Forced Labor Vendor List may not submit a bid, proposal, or reply on a contract to provide commodities to an agency; be awarded a contract or perform work as a contractor, supplier, subcontractor, or consultant with an agency for the provision of commodities; or transact business for the provision of commodities with an agency. Additionally, an agency may not accept a bid, proposal, or reply from; award a contract to; or transact business pertaining to the provision of commodities with a company on the Forced Labor Vendor List, or an entity under the control of such company, for a period of 365 days after the date the company was placed on the list unless the company is removed from the list pursuant to section 287.1346(5)(d), F.S.

9. Respondent's Representation and Authorization. In submitting a Reply, the Respondent certifies that it understands, represents, and acknowledges the following:

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

- Is presently indicted or, within the preceding three years, has been convicted or found guilty of, or found civilly liable for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
- Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.

g. The products and services offered by the Respondent conform to the specifications contained herein.
h. The Respondent has read and understands the terms and conditions listed in the Draft Contract, and the submission is made in conformance with those terms and conditions.
i. If an award is made to the Respondent, the Respondent agrees that it will execute a Contract.
j. 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.
k. The Respondent shall indemnify, defend, and hold harmless the Department, Customer, and their employees against any cost, damage, or expense which may be incurred or be caused by any error in the Respondent's preparation of its Reply.
l. All information provided by, and representations made by, the Respondent are material and important and will be relied upon by the Department in awarding the Contract. Any misstatement may be treated as fraudulent concealment from the Department and Customers of the true facts relating to submission of the Reply. A misrepresentation may be punishable under law.

The Department reserves the right to deem the Respondent non-responsive or non-responsible based on any information provided in, or omitted from, the Respondent's Reply related to the certifications of this section.

11. Performance Qualifications. The Customer reserves the right to investigate or inspect at any time whether the product, qualifications, or facilities offered by the Contractor meet the Contract requirements. Contractor shall at all times during the Contract term remain responsive and responsible. In determining a Respondent's responsibility, DMS shall consider all information or evidence which is gathered or comes to the attention of the agency which demonstrates the Respondent's capability to fully satisfy the requirements of the solicitation and the Contract.

A Respondent must be prepared, if requested, to present evidence of experience, ability, and financial standing, as well as a statement as to plant, machinery, and capacity of the Respondent for the production, distribution, and servicing of the product bid. If DMS determines that the conditions of the solicitation documents are not complied with, or that the product proposed to be furnished does not meet the specified requirements, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, DMS may reject the response or terminate the Contract. A Respondent may be disqualified from receiving awards if the Respondent, or anyone in the Respondent employment, has previously failed to

perform satisfactorily in connection with public bidding or contracts. This paragraph shall not mean or imply that it is obligatory upon DMS to make an investigation either before or after award of the Contract, but should DMS elect to do so, a Contractor is not relieved from fulfilling all Contract requirements.

Pursuant to Section 287.057(27)(a), Florida Statutes:

> "In determining whether a vendor is a responsible vendor, an agency may establish financial stability criteria and require a vendor to demonstrate its financial stability. If an agency requires a vendor to demonstrate its financial stability during the competitive solicitation process, the agency must accept any of the following as evidence of the vendor's financial stability:
> 1. Audited financial statements that demonstrate the vendor's satisfaction of financial stability criteria.
> 2. Documentation of an investment grade rating from a credit rating agency designated as a nationally recognized statistical rating organization by the Securities and Exchange Commission.
> 3.a. For a vendor with annual revenues exceeding $1 billion, a letter containing a written declaration, pursuant to s. 92.525, issued by the chief financial officer or controller attesting that the vendor is financially stable and meets the definition of financial stability in paragraph (b).
> b. For a vendor with annual revenues of $1 billion or less, documentation, based on criteria established by the agency, evidencing that the vendor is financially stable and meets the definition of financial stability in paragraph (b). The criteria established by the agency shall be reasonably related to the value of the contract and may not include audited financial statements.
> (b) For purposes of this subsection, the term "financial stability" means, at a minimum, having adequate income and capital and the capacity to efficiently allocate resources, assess and manage financial risks, and maintain financial soundness through the term of the contract.
> (c) This subsection does not preclude an agency from requiring a performance bond for the duration of the contract, when appropriate."

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

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

19. Public Records. Section 19 of the PUR 1001 is replaced with Section 3.9 of this ITN.

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

3.3 Florida Substitute Form W-9 Process

It is the responsibility of the awarded Respondent to complete a Florida Substitute Form W-9 prior to execution of a Contract. The Internal Revenue Service receives and validates the

information provided on the Florida Substitute Form W-9. For instructions on how to complete the Florida Substitute Form W-9, please visit https://flvendor.myfloridacfo.com/.

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

Vendors must submit their Reply through MFMP, as provided herein.

3.5.1 MFMP Registration

A Vendor must be registered in the MFMP VIP to submit its intent to participate in this solicitation from the Advertisements Dashboard in VIP. A Vendor must also be registered in the Business Network (formerly known as Ariba Network) to submit questions and respond to this solicitation event.

3.5.1.1 To Participate in this solicitation, a Vendor must:

a) Create an account through VIP at https://vendor.myfloridamarketplace.com/ if not already registered. For information on how to register in VIP, access MFMP training materials using the link in Section 3.5.2 MFMP Training below.

b) Once registered in VIP and logged into your company's VIP account, search for this solicitation from the Advertisements Dashboard and click "Intends to Participate."

c) The Vendor's solicitation contact as listed in Vendor's MFMP account will receive an invitation to participate in the solicitation via email. This email will give the option to register the Vendor's company on the Business Network or to log into the Business Network using the Vendor's credentials if the Vendor already has a Business Network account.

3.5.1.2 If a Vendor is NOT registered in the Business Network, the Vendor must:

a) Register in the Business Network using the provided link received after selecting "Intends to Participate" in VIP. The Vendor must follow the registration wizard to fill in all required sections, read, and agree to the MFMP terms of use by checking the box, and click "Register" to complete the registration process.

b) The Vendor's contact will receive an email from the Business Network confirming the registration of the Vendor's account. To activate the Vendor's account, select the "Click here to activate your Ariba account" link. This will direct the Vendor to the Business Network welcome page.

3.5.1.3 If a Vendor is registered in the Business Network and has selected it intends to Participate in this solicitation:

a) Login using the login credentials to gain access to the Business Network home page.
b) To navigate to different tools, select the **"Business Network"** drop down menu at the top left-hand corner of the screen. To access sourcing (solicitation) events select **"Ariba Proposals & Questionnaires"** and review the **"Events"** list.
c) Review the "Events" list for the title of this solicitation's sourcing event.

   The sourcing event will either be displayed in the "Open" or "Preview" status.

   A sourcing event can appear in various statuses based on where the solicitation is in the procurement process. The possible statuses are defined below:

   - Completed – The sourcing event is no longer receiving submissions for the solicitation and an agency decision has been posted on VIP.
   - Open – The sourcing event is currently open for viewing and registered Vendors may respond to the solicitation.
   - Pending Selection – The sourcing event is no longer receiving submissions for the solicitation, but an agency decision has not yet been posted on VIP.
   - Preview – The sourcing event has not yet been opened to receive responses, but the details of the solicitation can be viewed by registered Vendors.

d) Click the sourcing event title to review the details of the event.

e) In the Event Details page, there is a "Checklist" of steps which must completed before a Vendor can respond to this solicitation, including accepting the Ariba Network's Respondent's Agreement.

For more information on reviewing and submitting a response, access MFMP training materials using the link in Section 3.5.2 MFMP Training below.

ALL VENDORS MUST SELECT 'INTENDS TO PARTICIPATE' IN VIP AND SUBMIT THEIR RESPONSE AND ALL REQUIRED DOCUMENTS IN THE BUSINESS NETWORK BY THE TIME AND DATE LISTED IN THE TIMELINE OF EVENTS IN ORDER TO PARTICIPATE IN THIS SOLICITATION.

NOTE: Changes made in VIP, including new registrations, may take up to 48 hours to take effect. Do not wait until the last minute.

3.5.2 MFMP Training

MFMP University offers Vendor training materials on the Department's MFMP Vendor Training website. Please visit: http://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/mfmp_university/mfmp_u_for_vendors to access the MFMP Vendor Guide for information on VIP registration, commodity codes, and responding to solicitations in the Business Network.

3.5.3 MFMP Assistance

If you need assistance with using MFMP, please contact the MFMP Customer Service Desk at (866) 352-3776 or VendorHelp@myfloridamarketplace.com. The MFMP Customer Service Desk cannot answer questions about the ITN content. All solicitation questions must be submitted in accordance with Section 2.2 Questions and Answers.

3.6 Mandatory Responsiveness Requirements

The Department will not review Replies from Respondents who do not meet the mandatory responsiveness requirements listed on Form 05, Mandatory Responsive Requirements, including the submission of additional documents therein and the signed form. The Department reserves the right to waive any minor irregularity if the Department determines that it is in the best interest of the State to do so.

Additionally, Replies found to be non-responsive will not be considered for award. The Department reserves the right to reject any and all Replies and to re-solicit if in the best interest of the Department.

3.7 Contents of Reply

Replies shall be submitted in accordance with instructions provided in Attachment E, Reply Format and in accordance with Section 3.5, How to Submit a Reply, of this ITN.

3.8 Rejection of Replies

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

Replies that do not meet all requirements, specifications, terms, and conditions of the solicitation or fail to provide all required information, documents, or materials may be rejected as non-responsive. Respondents whose Replies, references, or current status do not reflect the capability to fully perform the requirements of the Contract and the integrity and reliability to assure a good faith performance may be rejected as non-responsible. The Department reserves the right to determine which Replies meet the requirements of this solicitation and which Respondents are responsive and responsible. The Department is placing Vendors on notice of the prohibitions against considering social, political, or ideological interests in government contracting contained in section 287.05701, F.S.

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

A deviation from a requirement or condition is material if, in the Department's discretion, it provides a substantial advantage to one Respondent over another and thereby restricts or stifles competition.

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

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

Copy." Only portions of material that the Respondent claims are Confidential Information are to be redacted.

If the Respondent is invited to negotiations, it will also be incumbent upon the Respondent to identify, in real-time, portions of the Respondent's negotiation sessions which include references to materials and/or information Respondent claims are Confidential Information.

In accordance with section 119.0701(1)(b), F.S., Replies are exempt from production in response to public records requests until such time as the Department provides notice of an intended decision or until 30 days after opening the final Replies, whichever is earlier. After that time, the Department will provide the redacted copy, if any, in response to a public records request. If the Respondent fails to mark a record it claims contains Confidential Information as "confidential," or fails to submit a redacted copy in accordance with this section of a record it claims contains Confidential Information, the Department shall have no liability for release of such record. The foregoing will apply to every instance in which the Respondent fails to both mark a record "confidential" and redact it in accordance with this section, regardless of whether the Respondent may have properly marked and redacted the same or similar Confidential Information in another instance or record submitted to the Department.

In the event of a request for public records pursuant to Chapter 119, F.S., the Florida Constitution, or other authority, to which documents that are marked as "confidential" are responsive, the Department will provide the redacted copy to the requestor. If the Respondent has marked a record as "confidential" but failed to provide a redacted copy to the Department, the Department may notify the Respondent of the request and the Respondent may have up to ten (10) Business Days from the date of the notice to provide a Respondent-redacted copy, or else the Department may release the unredacted record to the requestor without liability. If a requestor asserts a right to the redacted Confidential Information, the Department will notify the Respondent such an assertion has been made. The notice will provide that if the Respondent seeks to protect the Respondent-redacted Confidential Information from release it must, within thirty (30) days after the date of the notice and at its own expense, file a cause of action seeking a declaratory judgment that the information in question is exempt from section 119.07(1), F.S., or other applicable law and an order prohibiting the Department from publicly disclosing the information. The Respondent shall provide written notice to the Department of any cause of action filed. If the Respondent fails to file a cause of action within thirty (30) days the Department may release the unredacted copy of the record to the requestor without liability.

If the Department becomes subject to a demand for discovery or disclosure of documents that are marked as "confidential" in a legal proceeding, (whether by oral questions, interrogatories, requests for information or documents, subpoena, or similar process), unless otherwise prohibited by law, the Department will give the Respondent notice of the demand or request prior to disclosing any Confidential Information to allow the Respondent to seek a protective order or other appropriate relief at the Respondent's sole discretion and expense. It will be the Respondent's responsibility to take the appropriate legal action in response to the demand and to defend its claims of confidentiality. If the Respondent fails to take appropriate and timely action to protect the materials it has designated as Confidential Information, the Department will provide the unredacted materials to the requester.

By submitting a Reply, the Respondent agrees to protect, defend, and indemnify the Department for all claims, costs, fines, settlement fees, and attorneys' fees, at both the trial and

appellate levels, arising from or relating to the Respondent's determination its records contain Confidential Information. In the event of a third-party claim brought against the Department for failure to release the Respondent's redacted Confidential Information, the Respondent shall assume, at its sole expense, the defense or settlement of such claim, including attorney's fees and costs at both the trial and appellate levels. If the Respondent fails to continuously undertake the defense or settlement of such claim or if the Respondent and the Department mutually agree that the Department is best suited to undertake the defense or settlement, the Department will have the right, but not the obligation, to undertake the defense or settlement of such claim, at its discretion. The Respondent shall be bound by any defense or settlement the Department may make as to such claim, and the Respondent agrees to reimburse the Department for the expense, including reasonable attorney's fees and costs at both the trial and appellate levels associated with any defense or settlement that the Department may undertake to defend Respondent's Confidential Information. The Department will also be entitled to join the Respondent in any third-party claim for the purpose of enforcing any right of indemnity under this section.

If at any point the Department is reasonably advised by its counsel that disclosure of the Confidential Information is required by law, including but not limited to Florida's public records laws, the Department may disclose such Confidential Information without liability hereunder.

3.10 Additional Information

The Respondent certifies that if awarded a Contract, and prior to execution of a Contract, it shall provide a PDF file of its current and active registration with the Florida Department of State, Division of Corporations, or, if exempt from registration, a statement to that effect noting the basis for the exemption. If Respondent is an out-of-state corporation, it certifies it will provide a Florida Certificate of Authority from the Florida Department of State, Division of Corporations prior to Contract execution. Website: www.sunbiz.org.

If selected for negotiations and upon request by DMS, a Respondent shall also provide the two most recent SSAE 18, SOC 2 Type II reports for two fiscal years or calendar years (ended no earlier than 2023). SSAE 18, SOC 2 Type II reports must comply with AICPA standards. If requested by DMS, Respondents must also describe their prior experience with SSAE 18, SOC 2 Type II reports, including the type of exceptions and resolutions involved.

3.11 Respondent's Pricing

Instructions for submitting Respondent's Cost Reply are provided in Attachment G, Instructions for Cost Reply Price Workbook. Respondent's proposed initial and renewal pricing must be separately submitted in Attachment K, Cost Reply Price Workbook, in accordance with mandatory instructions set forth in Attachment E, Reply Format.

SECTION 4. SELECTION METHODOLOGY

4.1 Responsiveness and Responsibility

The Department will determine which Respondents are Responsive and Responsible, and which submitted Responsive Replies meeting the requirements of this ITN. The Department will perform the initial responsiveness check. Replies found to be nonresponsive will not be evaluated. Responsive Replies will be provided to the evaluators for evaluation.

At any time during the ITN process, the Department may require the Respondent to submit documentation to demonstrate that it meets these mandatory responsiveness requirements. If the Respondent cannot produce sufficient documentation to demonstrate that it meets these mandatory responsiveness requirements, the Respondent will be deemed non-responsive.

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

4.2 Evaluation Process – General Overview

Evaluators that collectively have experience and knowledge in the program areas and service requirements for the commodities and services sought by the ITN will be appointed by the Department in accordance with section 287.057(17)(a)1., Florida Statutes. The Department-appointed evaluators will independently review, evaluate, and score each responsive Respondent's Technical Reply submitted in accordance with Attachment F, Technical Reply Instructions and Attachment E, Reply Format, provided in response to this ITN and the criteria established in Section 4.3, Evaluation of the Reply.

A Respondent's Cost Reply will not be provided to the evaluators or considered by the Department during Technical Reply evaluations. Cost Replies will be scored only by the Procurement Officer or designee(s) of the Procurement Officer using Attachment O, Price Evaluation Workbook. The E-Rate Eligible Cost is the most heavily weighted component of the bid evaluation.

The Procurement Officer will begin evaluations by collecting Respondent quotes provided in Attachment K, Cost Reply Price Workbook, and populating Attachment O, Price Evaluation Workbook. Tabs in Attachment O, Price Evaluation Workbook, provide the Procurement Officer with instructions for collecting sums from Attachment K, Cost Reply Price Workbook. In Attachment O, Price Evaluation Workbook, the sums from each Respondent are compared to each other. For each quote, the lowest total will receive full points, and other Respondents will receive a pro-rated share based on how close they are to the benchmark value.
Each tab of Attachment O, Price Evaluation Workbook will receive a percentage of the 2,000 total points. Prices in tabs 8 and 10 are scored only through values pulled automatically into the Site Inventory pricing.

Tabs A and B of Attachment O, Price Evaluation Workbook roll up comparative scoring conducted in tabs 1-12 and provide a total for each Respondent out of 2,000. (1,500 possible on Tab A and 500 possible on Tab B)

The Procurement Officer will calculate a Respondent's total final score in accordance with Section 4.3, Evaluation of the Reply.

4.2.1 Other Department Rights for Evaluation

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

a) 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.

b) Conceal pricing information from evaluators or provide instructions to evaluators to disregard pricing information in their evaluation of a responsive Reply.

4.3 Evaluation of the Reply

From the responsive Replies, evaluators will independently review and evaluate only the proposed solution submitted in response to Attachment F, Technical Reply Instructions and Attachment E, Reply Format. Evaluators will receive materials from the following sections described in Attachment E – Reply Format:

- TAB 4: Qualifications & Experience,
- TAB 6: Staffing Plan & Key Personnel Job Descriptions, and
- TAB 7: Technical Reply.

Using the assessment scale below, the evaluators will assign raw scores of zero (0) to four (4) points per evaluation section, based on the quality of the responses to each question and request for information set forth in Attachment A, Statement of Work. In determining the quality of a Respondent's responses, the evaluators will use the following guiding questions:

- How well does the Respondent address the question(s) and issue(s) presented?
- How well does the Respondent describe the requested solution, plan, or its capabilities to carry out the plan or solution and has the Respondent fully answered each question or request for information?
- How well does the Respondent demonstrate its ability to provide the Services?
- How well does the Respondent articulate its approach, and the ability of its approach to meet the Department's needs and the requirements of this ITN?
- How well does Respondent's track record and the overall professional experience demonstrate the Respondent's ability to provide the proposed services?

Each evaluation section may receive up to four (4) total raw points. The evaluators will only assign whole numbers (0 – 4) and no fractions thereof. The following assessment scale will be used to evaluate the responses to the questions and requests for information set forth in Respondent's Technical Reply:

Evaluator Score	Assessment	Assessment Criteria
0	Inadequate	The quality of the Reply is inadequate when evaluated against the relevant guiding questions, as the Reply is blank, does not demonstrate the Respondent's ability to provide the services, does not address the question, or demonstrates Respondent has no experience in performing the required services.
1	Poor	The quality of the Reply is poor when evaluated against the relevant guiding questions, as the Reply minimally demonstrates the Respondent's ability to provide the services, minimally addresses the question, or reflects that the Respondent has limited experience in performing required services described.
2	Adequate	The quality of the Reply is adequate when evaluated against the relevant guiding questions, as the Reply adequately demonstrates the Respondent's ability to provide the services, adequately addresses the question, or demonstrates Respondent has sufficient experience in performing the required services.
3	Good	The quality of the Reply is good when evaluated against the relevant guiding questions, as the Reply extensively demonstrates the Respondent's ability to provide the services, extensively addresses the

Evaluator Score	Assessment	Assessment Criteria
		question, or demonstrates exceptional experience in performing the required service. The response indicates Respondent would provide enhanced value to the State and/or to customers.
4	Superior	The quality of the Reply is superior when evaluated against the relevant guiding questions, as the Reply thoroughly demonstrates the Respondent's ability to provide the services, fully addresses the question, or demonstrates Respondent has extraordinary experience in performing the required services. The Reply indicates Respondent would provide exceptionally enhanced value to the State and/or to customers. The Reply demonstrates the ability of the Respondent to exceed the State's requirement, provide outstanding quality of service levels, provide cost savings or cost avoidance to the State, and/or implement innovative ideas.

4.4 Scoring of Technical Replies

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.

Attachment M, Points Table provides a breakdown of how points are to be allocated in evaluation. There are 5,000 points total. 3,000 available for Technical Replies (60%) and 2,000 (40%) available for Cost Replies.
Attachment M, Points Table also provides a weighting for each section, indicating what percentage of the overall points each subsection is worth.

Evaluators will use Attachment J, Evaluator Scoresheet to score each tier 3 subsection that is not "Read and Comply" (R&C). For example, Section 2.10 is worth 100 points. It has 10 subsections. Eight are R&C and require no response. The remaining two subsections split the 100 points and are worth 50 points each. Evaluators score each subsection with a score of 0-4 as described in Section 4.3. Each subsection receives a portion of available points based on the evaluator's score based on the following:

- 4 out of 4 – 100% of points available
- 3 out of 4 – 75% of points available
- 2 out of 4 – 50% of points available
- 1 out of 4 - 25% of points available
- 0 out of 4 – 0% of points available

In our example, if a Respondent received a 3 and a 4 for the two evaluated subsections of 2.10, they would receive 37.5 (75% of 50) and 50 (100% of 50) points respectively, resulting in a total of 87.5 out of 100 available points.

Evaluators will score each subsection of the Technical Reply (SOW sections 1 – 5), resulting in a total of 3,000 available points in addition to the 2,000 points available for the Cost Reply Evaluation described in Section 4.2.

The Procurement Officer will then sum all points for each Respondent for a total out of 5,000 and take an average of all evaluators' scores for each Respondent. The Procurement Officer will then compare scores to identify a natural break and identify which Respondents are in the competitive range to continue with negotiations.

4.4.1 Reply Disqualification

Replies that do not meet all requirements, specifications, terms, and conditions of the solicitation or failure to provide all required information, documents, or materials may be rejected as non-responsive. A Respondent whose Reply, past performance, or current status do not reflect the capability to fully perform the requirements of the Contract and the integrity and reliability to assure a good faith perform the requirements of this solicitation may be deemed non-responsive or be found not responsible by the Department. The Department reserves the right to determine, at any time, in its sole discretion, which Replies meet the requirements of this solicitation and which Replies are responsive and which Respondents are responsive and responsible.

4.5 Negotiations

4.5.1 Negotiations Process – General Overview

After the evaluation and scoring of Replies, the Department will establish a competitive range of Replies reasonably susceptible of award and may select one or more Respondents within the competitive range to commence negotiations.

The Department will establish a negotiation team to conduct the negotiations. Negotiators that collectively have experience and knowledge in negotiating contracts, contract procurement, and the program areas and service requirements for the commodities and services sought by the ITN will be appointed by the Department in accordance with section 287.057(17)(a)2., Florida Statutes. The negotiation team will make a recommendation of an award to the Respondent that will provide best value based on the selection criteria in the ITN. Pursuant to Section 287.012(4), F.S., "best value" means the highest overall value to the state based on factors that include, but are not limited to, price, quality, design, and workmanship. The negotiation team will not be bound by evaluator scoring but it may be utilized by negotiators as a resource.

During the negotiation phase, pricing submitted with the Reply may be reduced during negotiations but should not 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. In addition, the negotiation team will, where applicable, use the Respondent's initial and renewal pricing submitted in Attachment K, Cost Reply Price Workbook, to assist with the negotiation of pricing for the remainder of the Contract initial and renewal terms.

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

In addition, the negotiation team reserves the right to request and consider additional services which may add value to the Department's Contract.

The negotiation team 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 negotiation team 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, F.S.

Negotiation meetings will be conducted in Tallahassee, Florida, if conducted in-person, or using technology-based solutions, if conducted remotely. The negotiation team reserves the right to schedule in-person negotiations at a different location in the State. The Procurement Officer may distribute an agenda in advance of any negotiation session.

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 negotiation team reserves the right to conclude negotiations at any time and proceed with the Contract award.

4.5.2 Respondent Attendance at Negotiations

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

4.5.3 Revised Replies and Best and Final Offers

During the negotiation phase, the negotiation team may request clarification and revisions to Replies (including BAFOs) and identify information to be submitted to the negotiation team until it is satisfied that it has achieved the best value for the State. Failure to provide information requested by the negotiation team 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.

4.5.4 Other Department Rights During Negotiations

The Department has sole discretion in deciding whether and when to take any actions that are in the best interest of the State, and to decide the scope and manner of such actions.

The Department reserves the right at any time during the negotiation process to take any of the following actions, including but not limited 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 to perform.

4.5.5 Negotiation Meetings Not Open to Public

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

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

4.6 Final Selection

4.6.1 Award Selection

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

4.6.2 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 requirements;
c) The Respondent's ability and approach to providing the services and associated technology and equipment sought in the SOW;
d) The Respondent's pricing.

4.6.3 Department's Negotiation Team Recommendation

The Department's negotiation team will make a recommendation as to the Contract award that will provide the best value to the State based on the selection criteria in Section 4.6.2 and the scoring methodology described in Attachment N, Negotiator Scoring Sheet.

a) Following receipt of the BAFOs, negotiators will individually score the BAFOs using the same scoring guidelines and criteria set forth in the table provided in Section 4.3. The scores will then be converted to points for Categories listed in Attachment N, Negotiator Scoring Sheet.

b) BAFO Pricing Categories will be scored as in the evaluation phase.

c) Using the results of the scoring, the point totals will be calculated for each Respondent's BAFO, adding the negotiator-scored Category totals to the Pricing Category totals.

d) The Respondents will then be ranked in order starting with the highest point total. Based on this ranking, the negotiation team will develop a recommendation as to the award that will provide the best value to the state and forward its recommendation to the Secretary or designee of the Secretary for review.

The Secretary of the Department or designee of the Secretary will make the final decision to approve, reject, or modify the recommendation of the negotiation team.

SECTION 5. AWARD

5.1 Rights for Award

The Department reserves the right to:

- Award a Contract to one (1) Respondent for the services encompassed by this solicitation.
- Award a Contract to more than (1) Respondent for the services encompassed by this solicitation.
- Award a Contract to no Respondents at all, for all or part of the work contemplated by this solicitation.
- Select one (1) Respondent 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.

- Reject all Replies and determine whether to reissue a competitive solicitation.
- Withdraw or cancel the solicitation and make no award.

5.2 Agency Decision and Notice of Intent to Award Contract

The Department will post a Notice of Intent to Award Contract with the Respondent(s) identified therein on VIP.

If the Department decides to reject all Replies, it will post its notice on VIP.

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 executions.

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ITN Attachments:

Attachment A –Statement of Work
Attachment B – Draft Contract
Attachment C – Service Level Agreements
Attachment D – Business Case
Attachment E – Reply Format
Attachment F – Technical Reply Instructions
Attachment G –Instructions for Cost Reply Price Workbook
Attachment H – Staffing Plan Worksheets
Attachment I – Assumptions and Exceptions
Attachment J – Evaluator Scoresheet
Attachment K – Cost Reply Price Workbook
Attachment L – Evaluator Instructions
Attachment M – Points Table
Attachment N – Negotiator Scoring Sheet
Attachment O – Price Evaluation Workbook

ITN Forms

FORM 01 – CONTACT INFORMATION
FORM 02 – NOTICE OF CONFLICT OF INTEREST
FORM 03 – SUBCONTRACTING
FORM 04 – STATEMENT OF NO PRIOR DISQUALIFYING INVOLVEMENT
FORM 05 – MANDATORY RESPONSIVE REQUIREMENTS
FORM 06 – QUALIFICATIONS & EXPERIENCE QUESTIONNAIRE
FORM 07 – CLIENT REFERENCE FORM
FORM 08 – PUR 7801 – VENDOR CERTIFICATION FORM
FORM 09 – PUR 2024 – USE OF COERCION FOR LABOR AND SERVICES (Required only if a Respondent is awarded a Contract)
FORM 10 - CERTIFICATION OF DRUG-FREE WORKPLACE PROGRAM
FORM 11 - NON-COLLUSION CERTIFICATION
FORM 12 – PUR 1355 – FOREIGN COUNTRY OF CONCERN ATTESTATION
FORM 13 – PUR 1808 – COMMON CARRIER OR CONTRACTED CARRIER ATTESTATION
FORM 14 – PUR 2023 – PROVISION OF COMMODITIES PRODUCED BY FORCED LABOR