



STATE OF FLORIDA

DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES

April 26, 2016

With this sheet you have received solicitation documents for the **following**:

Solicitation Number: DHSMV ITB-023-16
Title of Bid (items solicited): Avon Gas Masks and Accessories
Commodity Code: 46182000 Respiratory Protection (Gas Masks)
Date and Time Bids are Due: May 16, 2016, no later than 3:00 p.m. Eastern Time



Department of Highway Safety and Motor Vehicles
Neil Kirkman Building, Room B412, Mail Station 31
2900 Apalachee Parkway
Tallahassee, Florida 32399-0524

It is important that Bidders monitor the Vendor Bid System (VBS) for any changes to this solicitation. It is the responsibility of the Bidder to check the VBS for new or changing information.

To receive information on DHSMV solicitations 24 hours a day, 7 days a week, visit the Vendor Bid System at http://vbs.dms.state.fl.us/vbs/search.criteria_form

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Forms and Exhibits:

- FORM 1 – BIDDER CONTACT INFORMATION
- FORM 2 – BIDDER QUALIFICATION QUESTIONS
- FORM 3 – PRICE SHEET
- EXHIBIT 1 – FITTING LOCATIONS

SOLICITATION INTRODUCTION

Listed below are important things to keep in mind when responding to a solicitation for the Florida Department of Highway Safety and Motor Vehicles.

- A. Read the entire document.** Note critical items such as: mandatory requirements; bond(s) requirements (bid, performance and/or damages); sample(s) required; supplies/services required; submittal dates; number of copies required for submittal; funding amount and source; and contract requirements (e.g., contract performance security, insurance requirements, performance and/or reporting requirements, etc.).
- B. Note the Procurement Officer's name, address, phone number(s) and e-mail address.** This is the only person you are allowed to communicate with regarding the solicitation and is an excellent source of information for any questions you may have.
- C. Attend the pre-bid conference, if one is scheduled.** See Section 2.5 CALENDAR OF EVENTS. Pre-bid conferences are scheduled as-needed.
- D. Take advantage of the “question and answer” period.** Submit your questions to the Procurement Officer by the due date listed in Section 2.5 CALENDAR OF EVENTS, and view the answers given in the formal “addenda” issued for the solicitation. Also see Section 2.7 ADDENDA.
- E. Follow the format required in the Solicitation** when preparing your response. Provide point-by-point responses to the required sections in a clear and concise manner and do not skip or miss sections.
- F. Provide complete answers/descriptions.** Read and answer **all** questions and requirements. Don't assume the Department or evaluation committee (if applicable) will know what your company's capabilities are or what items/services you can provide, even if you have previously contracted with the Department. The bids are reviewed based solely on the information and materials provided in your response.
- G. Use the forms provided.** For example: Certification forms; Price Bid forms; Savings/Discount/Price Reduction; Customer References; etc., if any are included in this solicitation.
- H. Review and read the solicitation document again** to make sure that you have addressed all requirements. Your original response and the requested copies must be identical and be complete. At least one copy must bear an original signature.
- I. Submit your response on time.** Note all of the dates and times listed in the Calendar of Events and within the document, and be sure to submit all required items on time. Faxed, emailed or late bid responses are never accepted.

1.0 PURPOSE AND GENERAL OVERVIEW

1.1 PURPOSE

The Department of Highway Safety and Motor Vehicles (Department), Division of Florida Highway Patrol (FHP) is issuing this Invitation to Bid (ITB) to establish a contract for the provision of Avon Gas Masks, Gas Mask Accessories, and training services as more particularly described in **Section 3.0 SCOPE OF SERVICES**. FHP utilizes multiple types of safety equipment and related accessories in carrying out its duties pursuant to section 321.02, Florida Statutes (Fla. Stat.). Gas masks are required in order to ensure safety when Troopers are responding to hazardous situations.

1.2 DEFINITIONS

- A. **Authorized Representative:** The owner, corporate officer, or director of the Vendor authorized to legally bind it in a contractual obligation. A document establishing delegated authority must be included with the bid submission, if signed by other than the Authorized Representative.
- B. **Bid:** All information and materials submitted by a Bidder in response to this solicitation.
- C. **Contract:** A formal document memorializing all terms and conditions by which goods and services may be purchased by the Department. As utilized herein, “contract” refers to this solicitation and its addenda and attachments, a formal contract document executed by the parties resulting from this solicitation, and/or a purchase order(s) by which individual orders are placed for items to be purchased pursuant to this solicitation. The terms “contract” and “purchase order” are intended to be used interchangeably herein.
- D. **Contractor:** The Bidder who is awarded a contract by the Department as a result of this solicitation.
- E. **Day:** A calendar day, unless otherwise specified.
- F. **FHP:** Florida Highway Patrol, a division within the Department.
- G. **ITB:** Invitation to Bid.
- H. **Number of Verbs or Nouns:** Throughout this solicitation, the singular may be read as the plural and the plural as the singular.
- I. **Purchase Order:** The purchasing document memorializing and/or incorporating the terms and conditions of the purchase issued by the Department via the eProcurement system. See PUR Form 1000, paragraph 2. (Note: The terms “Purchase Order” and “Contract” are intended to be utilized interchangeably herein, although a purchase order is not “executed” by the parties.)
- J. **State:** State shall be synonymous with the Department of Highway Safety and Motor Vehicles.
- K. **Subcontractor:** Any person, other than an employee of the contractor, who performs any of the services listed in this solicitation for compensation paid by the Contractor. See solicitation to determine whether subcontracting is permitted.

- L. **Vendor:** Any firm or person who submits a bid to the Department in response to this solicitation. (NOTE: The terms “Bidder,” “Vendor” and “Contractor” may be utilized herein interchangeably.)

Also see links provided in this solicitation for additional definitions in PUR 1000, Paragraph 1, and PUR 1001, Paragraph 1.

1.3 PROCUREMENT OFFICER

The Procurement Officer, acting on the behalf of the Department, is the sole point-of-contact with regard to all procurement matters relating to this solicitation. All questions and requests for clarification are to be directed to:

Bruce Lynn
Bureau of Purchasing and Contracts
Florida Department of Highway Safety and Motor Vehicles
Neil Kirkman Building, Room B412, Mail Station 31
2900 Apalachee Parkway
Tallahassee, Florida 32399-0524
brucelynn@flhsmv.gov

Subsection 287.057(23), Florida Statutes (Fla. Stat.), requires that 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 of 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 bid response. Also see Section 2.14 DISCUSSIONS.

1.4 TERM

The contract term shall be for a period of three (3) years from the date of issuance of a purchase order, unless terminated earlier by the Department under the terms provided herein, with the option to renew for a period of up to three (3) years.

Renewal may be structured as a single three-year term, three (3) one (1) year terms, or any combination totaling no more than three (3) years. Exercise of the renewal option is at the Department’s discretion and will be contingent upon satisfactory service, and subject to annual appropriation by the State Legislature (See, subsection 287.057(13), Fla. Stat.).

The Department will issue a purchase order to the successful Bidder in order to enter the purchase into the state’s accounting and purchasing databases. The Department may also require the successful Bidder to execute a formal contract document that will be incorporated in and attached to the purchase order.

2.0 ITB PROCESS OVERVIEW

2.1 GENERAL OVERVIEW

The ITB is a method of competitively soliciting a commodity or contractual service under paragraph 287.057(1)(a) Fla. Stat., and awarding a contract to the bidder submitting the lowest (cost) responsive and responsible bid. The Department posts an ITB on the Vendor Bid System (VBS) to initiate the process.

2.2 BIDDER QUESTIONS

Questions related to this ITB must be received in writing, via email, by the Procurement Officer listed in Section 1.3 PROCUREMENT OFFICER above, within the time indicated in Section 2.5 CALENDAR OF EVENTS. **Questions must reference DHSMV ITB-023-016 in the subject line of the e-mail.**

Responses to questions will be posted on or about the date referenced in Section 2.5 CALENDAR OF EVENTS. Also see Section 2.6 ADDENDA.

2.3 VALUE ANALYSIS AND CHANGES TO SPECIFICATIONS

The Department is interested in reducing costs related to its purchases of goods and services. While this solicitation contains specific requirements regarding the goods or services sought, bidders are encouraged, but not required, to perform a process of value analysis of the items bid and to offer suggestions for changes to goods/service specifications or contract terms and conditions that may result in lower costs, improved performance and better quality to the state. In analyzing an item or service, the following steps are suggested:

List the materials and processes involved in manufacture, packaging and delivery.

For each material or process, consider:

Does its use contribute to value?

Is its cost proportionate to its usefulness?

Does it need all of its features?

Is a lower cost alternative of adequate quality available?

Bidders are encouraged to present any suggestions for changes to the solicitation on or before the date and time indicated in Section 2.5 CALENDAR OF EVENTS, so that suggestions may be fully considered and, if appropriate, addenda modifying the solicitation may be timely issued to all prospective Bidders.

Suggested change(s) to specifications, terms, or conditions should be clearly stated, along with an assessment of the impact of the change(s) on the quality or usefulness of the product/services, production or delivery cost(s), use costs, and appropriateness of the terms and conditions in protecting the rights of both parties. Include pros and cons.

The Department reserves the right to reject any and all suggested changes without explanation, and/or to accept any suggested change(s) which meet(s) the Department's needs at an anticipated lower cost of production, delivery, or use than the original specifications, terms and conditions would otherwise provide.

2.4 BID OPENING

The Department will hold a public opening of the Bids at the date, time and location indicated in Section 2.5 CALENDAR OF EVENTS.

2.5 CALENDAR OF EVENTS

The table below contains the Calendar of Events for this solicitation. Bidders should become familiar with the Calendar of Events. The dates and times within the Calendar of Events may be subject to change. It is the Bidder's responsibility to check for any changes. All changes to the Calendar of Events will be through an addendum to the solicitation. Bidders are responsible for Department will not consider late documents.

DATE	TIME	ACTIVITY
April 26, 2016		Solicitation issued.
April 29, 2016	3:00 p.m.	All questions and/or proposed changes to the solicitation must be submitted in writing to the Procurement Officer. (see SECTION 2.2 BIDDER QUESTIONS and SECTION 2.3 VALUE ANALYSIS)
May 3, 2016		Anticipated date that responses to written inquiries and proposed changes, if required, will be posted on the VBS.
May 16, 2016	3:00 p.m.	Bids are due.
May 16, 2016	3:30 p.m.	Public Bid Opening <u>Location</u> Florida Department of Highway Safety and Motor Vehicles Bureau of Purchasing and Contracts 2900 Apalachee Parkway, MS 31 Tallahassee, Florida 32399
May 19, 2016		Anticipated date of posting of intent to award.
June 1, 2016		Anticipated contract start date.

2.6 PROTEST OF TERMS, CONDITIONS AND SPECIFICATIONS

With respect to a protest of the terms, conditions, or specifications contained in this solicitation, including any provisions governing the methods of awarding contracts, or modifying or amending any contract, a notice of intent to protest shall be filed in writing **within** seventy-two (72) hours after the posting of the solicitation. (See, section 120.57, Fla. Stat.) For purposes of this provision, the term “the solicitation” includes this ITB, any addendum, response to written questions, clarification, or other document concerning the terms, conditions, or specifications of the solicitation.

2.7 ADDENDA

If the Department deems it necessary to supplement, modify, or interpret any portion of the solicitation or exhibits, addenda and materials relative to this procurement, it will be posted on the Vendor Bid System at:

http://vbs.dms.state.fl.us/vbs/search.criteria_form

Written answers to questions received by the Department will become part of this solicitation. It is the responsibility of the Bidder to check the VBS for new or changing information.

2.8 DISCLOSURE OF BID CONTENTS

All documentation produced as part of the ITB will become the exclusive property of the Department and will not be returned to the Bidder unless it is withdrawn prior to the bid opening in accordance with Section 2.9 MODIFICATION OR WITHDRAWAL OF BID.

The Department shall have the right to use any and all ideas or adaptations of ideas contained in any bid received in response to this solicitation. Selection or rejection of the bid will not affect this right.

2.9 MODIFICATION OR WITHDRAWAL OF BID

Bidders may modify a bid at any time prior to the bid due date by sending the modified response to the Procurement Officer. A bid may be withdrawn by notifying the Procurement Officer in writing before the bid opening.

2.10 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 Bidders doing business with the State is central to the Department's efforts. To this end, small minority, veteran-owned, and women-owned business enterprises are encouraged to participate in the State's procurement process as both prime Bidders and subcontractors under prime contracts.

The State of Florida's Office of Supplier Diversity may be reached at 850-487-0915 and can assist in furnishing names of qualified minorities for subcontracting activities under prime contracts. (see Section 3.5 MINORITY AND SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE REPORT)

2.11 NON – EXCLUSIVE RIGHTS

The right to provide the commodities or services, which will be granted under the resultant Contract, shall not be exclusive. The Department reserves the right to contract for and purchase commodities or services from as many firms as it deems necessary without infringing upon or terminating the resultant contract.

2.12 BID TENURE

All bids are binding for one hundred eighty (180) days following the bid opening date.

2.13 ACCESSIBILITY FOR DISABLED PERSONS

If special accommodations are needed to attend any solicitation-related event open to the public, please advise the Bureau of Purchasing and Contracts at 850-617-3203 no later than five (5) business days prior to the event.

2.14 DISCUSSIONS

Prior to the Department determining whether bids have been submitted in accordance with the requirements of this solicitation, any discussion by the Bidder with an employee or authorized representative of the Department involving cost information will result in rejection of said Bidder's response.

No negotiations, decisions, or actions shall be initiated or executed by a Bidder as a result of any discussion with any state employee. Only those communications which are in writing from the Bureau of Purchasing and Contracts may be considered as a duly authorized expression on behalf of the Department.

2.15 SOLICITATION CONFLICTS AND ORDER OF PRECEDENCE

All bids are subject to the terms of the following sections of this ITB which, in case of conflict, shall have the following order of precedence:

- A.** Addenda, in reverse order of issuance;
- B.** Invitation to Bid, including attachments;
- C.** General Contract Conditions (PUR 1000) (Section 8.1 GENERAL CONTRACT CONDITIONS (PUR1000)); and
- D.** General Instructions to Respondents (PUR 1001) (Section 4.1 INTRODUCTION).

3.0 SCOPE OF SERVICES

3.1 GENERAL DESCRIPTION OF SERVICES

The Contractor shall provide Avon Gas Masks and related accessories to the Department in accordance with the terms and conditions of this ITB. Prior to the placement of orders, the Contractor shall provide factory-approved fitting for each gas mask to be purchased. The Contractor shall provide training for up to 30 FHP Training Instructors in a “train-the-trainer” format on the proper wearing, care, maintenance, and repair of the gas masks.

3.2 TECHNICAL SPECIFICATIONS

A. The Contractor shall provide the following types of Avon Gas Masks :

- 1. AVON Mask Assembly with Twin Port
Model: C50
Part numbers: 70501/187 Large
 70501/188 Medium
 70501/189 Small
- 2. AVON Mask Assembly with Twin Port
Model: PC50
Part numbers: 70501/698/1 Large
 70501/698/2 Medium
 70501/698/3 Small
- 3. AVON Mask Assembly with Twin Port
Model: FM53
Part number: 72601/250-3 Large
 72601/250-6 Medium
 72601/250-9 Small
 72601/250-12 Extra Small
- 4. AVON Mask Assembly with Twin Port
Model: FM54
Part number: 72850/12 Large
 72850/11 Medium
 72850/10 Small

B. The Contractor shall provide the following types of Avon Gas Masks accessories:

1. Avon Outsert Lens - Clear
Part number: 70501/156
2. Avon Voice Projection Unit for Model C50 Mask
Part Number: 71601/11
3. Avon Riot Filter CTCF50 (box of 4)
Part number: 72606-3
4. Avon CBRN Filter
Part number: 72602-2
5. Avon Universal Gas Mask Carrier
Part # AVO7260132

C. Estimated Quantities

The Contractor shall provide the Department approximately 150 Avon Model C50 gas masks, 150 universal gas mask carriers and 150 CBRN filters to be delivered on or before June 30, 2016. The Department anticipates purchasing approximately 150 to 250 gas masks and filters annually in subsequent years. The model number of the gas masks to be purchased in subsequent years under the contract may vary and will depend on the needs of FHP Troopers.

All gas mask accessories will be purchased as-needed during the subsequent years of the contract. All quantities are estimated and for informational purposes only and should not be construed as representing actual, guaranteed, or minimum purchases to be made under a Contract.

The estimated quantities are subject to change annually depending on the legislatively approved budget, and may require increased or decreased quantities in order to support the mission of the Florida Highway Patrol.

D. Warranty

Warranty against defects in manufacturing for each gas mask (regardless of model) will be a minimum of two (2) years from the receipt of delivery of the gas mask by the Department.

Warranty against defects in manufacturing for each Voice Projection Unit will be a minimum of eighteen (18) months from the receipt of delivery of the unit by the Department.

Defective items under warranty will be replaced by the Contractor at no additional cost to the Department (including shipping of defective item back to Contractor and replacement item to Trooper) within thirty (30) days of notification by the Department of a warranty claim.

E. New/Discontinued Gas Masks and Accessories

1. In the event the equipment specified in this ITB can no longer be provided for reasons beyond the Contractor's control (e.g., discontinued), the Contractor shall notify the Department's Contract Manager in writing as soon as the Contractor is notified of the supply issue by the Manufacturer. This notification shall include, but not be limited to:
 - a) Discontinued equipment description and item number;
 - b) Date the Contractor was notified by the Manufacturer of its discontinuance; and
 - c) Proposed alternate equipment with description and item number.

The proposed alternate equipment shall meet or exceed all terms, conditions, and specifications applicable to the original specified equipment in this scope of service.

The Department's Contract Manager will review the information received and reply with his/her approval or disapproval within five (5) working days.

2. Alternate equipment, accessories and software will be provided at the same or lower pricing than the contract price. Should the proposed alternate equipment, etc., be available for purchase on the open market at a price lower than the contract price, the Contractor shall invoice the Department at the lower price.
3. Alternative equipment items delivered or provided to the Department without prior written approval by the Contract Manager are prohibited, will be rejected and returned at the Contractor's expense, and may be cause for termination of the Contract.

F. Gas Mask Fitting and Training

1. **Fitting**

- a) The purpose of the fitting is to ensure that the mask a trooper receives is fitted in a manner that provides and ensures a proper seal that protects the trooper as intended by the manufacturer and as required by all applicable safety standards. The fitting will determine the size of the gas mask required. The vendor may distribute gas masks at the fitting and must record the name of each trooper receiving a mask and the size provided. This information must be provided to the Department's Contract Manager within two (2) business days of the fitting. If the mask is not distributed at the fitting, the vendor must deliver the mask to the trooper within ten (10) days of the fitting.
- b) All gas masks purchased from this ITB shall include a fitting performed by a qualified vendor representative using an approved Avon fitting device.
- c) The fittings shall take place in fourteen (14) locations around the state of Florida. The locations are listed in Exhibit 1 Fitting Locations.
- d) All requests for masks and fittings will be made by the Contract Manager. Contractor is hereby placed on notice that requests for masks and fittings received from other Department staff are **NOT** to be filled without the Contract Manager's prior written approval. The Department reserves the right to refuse payment for

masks not ordered or approved by the Department's Contract Manager. The purpose of this restriction is to ensure that all orders are placed and accounted for by a single point-of-contact.

The Contract Manager will notify the Contractor in writing of the need to schedule a fitting no sooner than two (2) weeks prior to the required date and shall include in the notification the following information: quantity, date, and location of the fitting. The vendor must respond with a written confirmation (e-mail is acceptable) within three (3) business days. The Contractor shall conduct the fitting on the day scheduled by the Contract Manager unless otherwise agreed to by the parties in writing.

- e) The contractor shall be responsible for fitting all gas masks procured from this bid throughout the term of the bid.

2. **Training**

- a) The vendor shall provide to the Department a factory-approved train-the-trainer class for up to thirty (30) individuals within thirty (30) days of issuance of written request by the Department's Contract Manager. This class will cover the proper care, maintenance, repair, and use/wearing of the gas mask and of all accessories.
- b) The Department will provide a physical location suitable to the training event.
- c) Contractor shall provide all materials necessary to conduct the training.
- d) The parties will agree upon the final date for training, which will be confirmed by the Department's Contract Manager in an e-mail to the Contractor that also identifies the training location.

3.3 **PACKING, SHIPPING AND DELIVERY**

- A.** The Contractor shall be responsible for properly packing shipments. Packing materials consist of items utilized to securely and properly pack tangible products for shipment, storage and stocking.
- B.** The Department will issue a Purchase Order(s) for all items to be ordered hereunder. The purchase order will contain line items noting that individual orders will be placed by the Contract Manager for masks to be fitted and provided to various troop locations. Following receipt of a request from the Contract Manager for a troop fitting and upon completion of all fittings for the troop represented in the order, the Contractor will deliver all masks ordered within twenty (20) days of fitment. If gas masks are provided to troopers at the time of fitment, the Contractor must provide the Contract Manager with the list described in F. 1. a), above. The Contractor shall notify the Department's Contract Manager in writing within five (5) days of fitment of any potential delays in delivery.
- C.** A detailed list of the anticipated quantities for each location listed in **EXHIBIT 1** will be provided by the Contract Manager to the Contractor within five days of issuance of the Purchase Order. Locations are subject to change for the term of the resultant Contract and location changes must be in writing, but will not require a formal executed amendment to the Contract.
- D.** Any or all items delivered to the Department not meeting the specifications of this solicitation and Contract, or that are found to be defective, will not be accepted. Such

items will be returned to the Contractor at the Contractor's expense for refund or replacement. Since it is impossible for the Department to inspect all items upon arrival, the Contractor shall afford a reasonable opportunity for inspection and returning of defective items.

- E. Deliveries shall be made between 8:30 a.m. to 4:00 p.m., Monday through Friday, excluding state holidays, unless otherwise indicated by the Contract Manager.
- F. Inside warehouse door delivery is required for all shipments. Not all FHP locations have raised loading docks. The Contractor will be responsible for the following, where applicable:
 - 1. require freight carriers to have lift-gate capabilities;
 - 2. mark waybills with "INSIDE DELIVERY REQUIRED";
 - 3. require delivery drivers to unload all shipments; and
 - 4. have the necessary tools or equipment to unload pallets or boxes.

FHP employees will not be responsible and may not be utilized for unloading shipments. The Department reserves the right to reject a delivery should inside delivery not be in accordance with these terms. The Contractor accepts full responsibility for the rejected delivery, and timely redelivery, within five (5) business days, in accordance with these terms.

3.4 SILENCE OF SPECIFICATIONS

The apparent silence of specifications included herein on any details, or the omission from them of a detailed description, concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only materials and workmanship of best quality are to be used. All interpretations of this Solicitation, any resulting Contract, or any issued Purchase Order shall be made upon the basis of this statement.

3.5 MINORITY AND SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE REPORT

The Contractor shall provide to the Contract Manager a monthly Minority and Service-Disabled Veteran Business Enterprise Report summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors/material suppliers performing any services related to the Contract/purchase for the current month. (see Section 2.10 DIVERSITY)

- A. The Contractor shall complete and submit Exhibit 2 MONTHLY MINORITY & SERVICE DISABLED VETERAN BUSINESS REPORT by the 5th day of the following month (or next business day if the 5th day is on a weekend day or holiday) to:

bpreporting@flhsmv.gov

Note the subject line of the e-mail with: Monthly MBE DV Report

- B. Should the Contractor have nothing to report, the Contractor shall send an e-mail to the address identified above stating that there is no information to report for the previous month.

3.6 ADDITIONS/DELETIONS

The Department reserves the right to delete any item from the Contract, when deemed to be in the state's best interest. It also reserves the right to add any item within the scope of the Contract.

Pricing shall be comparable to the amounts paid under the Contract. These additions or deletions will be incorporated via an amendment to the Contract.

3.7 DEPARTMENT RESPONSIBILITIES

The Department will provide technical support and assistance to the Contractor within the resources available to the Department to assist the Contractor in meeting the requirements of this Contract. The support and assistance, or lack thereof, shall not relieve the Contractor from full performance of all contract requirements.

3.8 DELIVERABLES

The Contractor shall submit all deliverables in accordance with the Deliverable Schedule below. Deliverables must be approved by the Department’s Contract Manager prior to payment. Deliverable due dates may be extended upon prior written approval of the Department.

	Deliverable	Due Date
A.	150 each sized and fitted Model C50 Gas Masks, Universal Gas Mask Carriers and CBRN Filters as indicated in Section 3.2 TECHNICAL SPECIFICATIONS, Items A, B and F.	Must be delivered as ordered following fitting, within twenty (20) days of fitment of the masks.
B.	The Contractor shall timely redeliver any shipments as indicated in Section 3.3 PACKING, SHIPPING AND DELIVERY, Item F.	Within five (5) business days of initial delivery attempt.
C.	The Contractor shall submit a monthly MINORITY AND SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE REPORT as indicated in Section 3.5.	On or before the 5 th day of the following month for the entire term of the Contract/purchase order.
D.	The Contractor shall provide proper fitting of each mask.	As scheduled by the Department’s Contract Manager, unless otherwise agreed to in writing.
E.	The Contractor shall provide a training class on the proper wearing, care and maintenance repair of the gas Masks.	Within thirty (30) days of request from the Department’s Contract Manager.

3.9 PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES

The Department has developed the following Performance Standards which shall be met by the Contractor in performance and delivery of services. The Department reserves the right to impose liquidated damages upon the Contractor for failure to comply with the performance standard requirements set forth in the chart below.

	Performance Standard Requirement	Liquidated Damages to be Imposed
--	---	---

A.	Delivery of the Gas Masks and Gas Mask Accessories as indicated in Section 3.8 DELIVERABLES, and in Section 3.3 PACKING, SHIPPING AND DELIVERY, Item B	Twenty dollars (\$20.00) per day for each day not timely delivered.
B.	The Contractor shall notify the Contract Manager of any discontinued gas mask or accessory as indicated in Section 3.2 TECHNICAL SPECIFICATIONS, Item E.	Twenty dollars (\$20.00) per day for each day notice was not timely provided.
C.	The Contractor shall notify the Contract Manager of any potential delays within five (5) days as indicated in Section 3.3 PACKING, SHIPPING AND DELIVERY, Item B	Twenty dollars (\$20.00) per day for each day notice was not timely provided.
D.	The Contractor shall timely redeliver any shipments within five (5) business days as indicated in Section 3.3 PACKING, SHIPPING AND DELIVERY, Item F.	Twenty dollars (\$20.00) per day for each business day redelivery was not timely made.
E.	The Contractor shall provide proper fitting of each mask.	Twenty dollars (\$20.00) per day for each day the gas mask fitting is delayed.
F.	The Contractor shall provide a training class on the proper wearing, care and maintenance repair of the Gas Masks	One hundred dollars (\$100.00) per day for each day the training class is delayed.

3.10 MONITORING

The Department's Contract Manager or designated Department staff will perform monitoring during the term of the Contract to determine if the Contractor has met each Performance Standard identified in Section 3.10 DELIVERABLES. Monitoring shall include review of compliance with contract service delivery and review of all contract requirements. Contractor shall permit persons duly authorized by the Department to inspect any records, papers, documents, facilities, goods and services of the Contractor which are relevant to this Contract.

If the Department determines that the Contractor has failed to meet a Performance Standard, the Contractor will be sent a formal contract communication in accordance with Section 3.12 COMMUNICATIONS. When issues of non-compliance are identified, the Contractor shall, if requested by the Department, submit a written Corrective Action Plan (CAP) as indicated in Section 3.12 CORRECTIVE ACTION PLAN (CAP), below. NOTE: The Department is not required to request a CAP prior to assessing Liquidated Damages for failure to meet any Performance Standard.

3.11 CORRECTIVE ACTION PLAN (CAP)

If the Department determines that the Contractor is out-of-compliance (i.e., has failed to perform or satisfactorily perform) with any of the provisions of the resulting Contract, the Department shall notify the Contractor of the compliance issue(s) in writing.

- A.** Depending upon the nature of the deficiency(ies) noted, the Department will either indicate that the Contractor is out-of-compliance and the Department is assessing liquidated damages, or the Department may require the Contractor to respond by submitting a Corrective Action Plan (CAP) within a specified time frame.
- B.** A CAP is an opportunity for the Contractor to address and resolve deficiencies without the Department immediately invoking more serious remedies, up to and including Contract

termination. In determining whether to permit the Contractor to submit a CAP, the Department will consider the nature of the deficiency(ies), whether the Department would or could be adversely affected in any way by allowing additional time for correction, and the likelihood for successful correction by the Contractor.

- C. The CAP shall be timely submitted to the Department's Contract Manager who will review the CAP and:
 - 1) determine whether the steps to be taken and timeline for each step will likely resolve the deficiency(ies) to the Department's satisfaction and approve the CAP, in writing, for implementation by the Contractor; or
 - 2) Determine that the steps to be taken and/or timelines indicated will not likely resolve the deficiency (ies) to the Department's satisfaction and reject the CAP.
- D. If the Contract Manager rejects the Contractor's CAP, the reasons for rejection shall be provided in writing to the Contractor who shall have five (5) business days from receipt of the Department's rejection notice to correct/change the CAP and resubmit it. If the resubmitted CAP is similarly rejected, the Contractor shall be deemed in breach of the contract and liquidated damages of \$100.00 per day shall be imposed for each day a satisfactory CAP is not submitted to the Department.
- E. The Contractor shall implement the CAP only after receiving written approval from the Department's Contract Manager or other designated Department personnel.
- F. If the Contractor does not meet the plan for resolving deficiencies established in the CAP to the Department's satisfaction, either by not resolving all deficiencies identified or by not resolving all deficiencies within the stated time frame(s), the Contractor shall be in breach of the contract and shall be subject to liquidated damages.
- G. Except where otherwise specified, liquidated damages of \$100.00 per day will be imposed on the Contractor for each day that the approved CAP is not implemented to the satisfaction of the Department.

3.12 COMMUNICATIONS

Contract communications will be in three forms: routine, informal and formal. For the purposes of the Contract, the following definitions shall apply:

Routine: All normal written communications generated by either party relating to service delivery. Routine communications must be acknowledged or answered within fifteen (15) calendar days of receipt.

Informal: Special written communications deemed necessary based upon either contract compliance or quality of service issues. Must be acknowledged or responded to within ten (10) calendar days of receipt.

Formal: Same as informal but more limited in nature and usually reserved for significant issues such as Breach of Contract, failure to provide satisfactory performance, or contract termination. Formal communications shall also include requests for changes in the scope of the Contract and billing adjustments. Must be acknowledged upon receipt and responded to within seven (7) calendar days of receipt.

The only personnel authorized to use formal contract communications are the Department's Contract Manager, Contract Administrator, and the Contractor's CEO or the individual identified for contractual

purposes on FORM 1 – BIDDER CONTACT INFORMATION. Designees or other persons authorized to utilize formal contract communications must be agreed upon by both parties and identified in writing within ten (10) days of execution of the Contract. Notification of any subsequent changes must be provided in writing prior to issuance of any formal communication from the changed designee or authorized representative.

In addition to the personnel identified above, personnel authorized to use informal contract communications include any other persons so designated in writing by the parties.

If there is an urgent administrative problem, the Department shall make contact with the Contractor and the Contractor shall verbally respond to the Contract Manager within two (2) hours. If a non-urgent administrative problem occurs, the Department will make contact with the Contractor and the Contractor shall verbally respond to the Contract Manager within forty-eight (48) hours.

The Contractor acknowledges that records and documents related to Contractor's service delivery are public records as provided under Chapter 119, Fla. Stat.

The Contractor shall respond to all communications by facsimile, email, or hard copy mail.

A date/numbering system shall be utilized for tracking of formal communications.

4.0 BID INSTRUCTIONS

4.1 INTRODUCTION

This section contains the General Instructions to Respondents and Special Instructions. The General Instructions to Respondents (PUR 1001, 2006 version) are incorporated by reference and can be accessed at:

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

The following sections of the PUR 1001 (General Instructions to Respondents) are not applicable:

- A.** Section 3. Electronic Submission of Responses
Responses shall be submitted in accordance with Section 5. Bid Submission Instructions of this solicitation.
- B.** Section 4. Terms and Conditions
Terms and Conditions shall be in accordance with Section II. Contract Documents and Order of Precedence, of Exhibit 1 – Sample Contract.
- C.** Section 5. Questions
Questions shall be submitted in accordance with Section 2.2 BIDDER QUESTIONS of this solicitation.

The Special Instructions are in the sections below starting with Section 4.2 BIDDER QUALIFICATION QUESTIONS.

In the event any conflict exists between the Special Instructions and General Instructions to Respondents, the Special Instructions shall prevail.

4.2 BIDDER QUALIFICATION QUESTIONS

Bidders will submit a Yes/No response to the Bidder Qualification Questions on Form 2 (attached), which must be submitted with the bidder's response. The Bidder must meet all qualifications in order to be considered for award. The Department will not evaluate bids from Bidders who answer "No" to any of the Qualification Questions.

The Department reserves the right to verify the Bidder's status for each of the Qualification Questions.

4.3 MYFLORIDAMARKETPLACE TRANSACTION FEE

The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System ("System"). Pursuant to subsection 287.057(22), Fla. Stat., all payments shall be assessed a Transaction Fee, which the Contractor shall pay to the State, unless exempt pursuant to Rule 60A-1.032, Florida Administrative Code (F.A.C.). Please refer to this statutory section for the current transaction fee amount.

4.4 MYFLORIDAMARKETPLACE REGISTRATION

Each Bidder doing business with the State for the sale of commodities or contractual services as defined in section 287.012, Fla. Stat., shall register in the MyFloridaMarketPlace system, unless exempted under Rule 60A-1.030(3), F.A.C. Also, an agency shall not enter into an agreement for the sale of commodities or contractual services as defined in section 287.012, Fla. Stat., with any Bidder not registered in the MyFloridaMarketPlace system, unless exempted by rule. Should a Bidder not currently registered in the MyFloridaMarketPlace system be selected for award, the Bidder shall register in the MyFloridaMarketPlace system within five (5) days after posting by the Department of a Notice of Intent to Award. Information about the registration is available, and registration may be completed, at the MyFloridaMarketPlace website (<http://www.myflorida.com>). Those lacking Internet access may request assistance from the MyFloridaMarketPlace Customer Service office at 866-352-3776 or from the Department of Management Services' State Purchasing office located at 4050 Esplanade Way, Suite 300, Tallahassee, FL 32399, 850-488-8440.

4.5 PREFERRED PRICING COMPLIANCE

In accordance with Chapter 2010-151, Laws of Florida, Section 48(2), the Contractor is required to submit, at least once during each year of the Contract, an Affidavit from an authorized representative of the Contractor attesting that the Contractor is in compliance with PUR 1000 General Contract Conditions, Section 4.4(b), Best Pricing Offer. Contractor's failure to comply with this section may be grounds for terminating the Contract, at the Department's sole discretion. The Department shall distribute the Affidavit form to be used by the Contractor during each remaining year of the Contract.

4.6 FLORIDA DEPARTMENT OF STATE REGISTRATION

Pursuant to section 607.1501, Fla. Stat., out-of-state corporations are required to obtain a Florida Certificate of Authorization pursuant to subsection 607.1503(1), Fla. Stat., from the Florida Department of State, Division of Corporations, to transact business in the State of Florida. The Bidder agrees to attain such authorization, if applicable, within seven (7) business days of notice of award, should the Bidder be awarded the Contractor/purchase order. Website: www.sunbiz.org

4.7 FLORIDA SUBSTITUTE FORM W-9 PROCESS

Vendors *must* register and complete an electronic Substitute Form W-9. The Internal Revenue Service (IRS) receives and validates the information vendors provide on the Form W-9. For instructions on how to complete the Florida Substitute Form W-9, please visit: <http://www.myfloridacfo.com/Division/AA/StateAgencies/W-9Instructions022212.pdf>

Foreign Vendors, please visit:

<https://flvendor.myfloridacfo.com/ForeignVendors.pdf>

If not already on file, the awarded Bidder (if this solicitation results in an award), must have completed this process within seven (7) business days of notice of award.

4.8 SCRUTINIZED COMPANIES

Pursuant to paragraph 287.135(3)(b), Fla. Stat., the Department may immediately terminate any Contract for cause if the Contractor is found to have submitted a false certification under subsection 287.135(5), Fla. Stat., or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the Contract. A list of prohibited scrutinized companies may be found in the link provided below.

<http://www.sbafla.com/fsb/Portals/Internet/PFIA/CurrentProhibitedCompaniesList.pdf>

4.9 PRICE SHEET INSTRUCTIONS

The Bidder must submit a FORM 3 – PRICE SHEET (attached) to be considered for award.

- A.** The Bidder shall provide a price(s) in each cell of each Price Sheet submitted. Failure to provide a price in a cell may deem the price sheet non-responsive.
- B.** The Bidder shall use legible handwriting, if applicable, when completing the price sheet(s).
- C.** All price sheet calculations will be verified for accuracy by the Department. If mathematical error(s) in a Bidder's price sheet calculations are identified, unit prices submitted by the Bidder will be used to determine the total price for that Bidder.

Price(s) will be final based on Department verification. Department corrected price sheets will be made available upon written request to the Bidder.

- D.** Shipping

Bidders should include the cost of shipping, i.e., freight on board (FOB) destination / inside delivery, in accordance with paragraph 672.319(1)(b), Fla. Stat. The Department will not pay freight charges. (Also see Section 3.3 PACKING, SHIPPING AND DELIVERY.)

4.10 MANDATORY REQUIREMENTS

The Department has established certain mandatory requirements which must be included as part of any bid. The use of the terms “shall”, “must”, or “will” (except to indicate simple futurity) in this solicitation indicates a mandatory requirement or condition.

The words “should” or “may” in this solicitation indicate desirable attributes or conditions, but are permissive in nature. Deviation from, or omission of, such a desirable feature will not itself cause rejection of a bid.

4.11 MINOR BID EXCEPTIONS

The Department reserves the right to waive minor deviations or exceptions in bids providing such actions are in the best interest of the State of Florida and the Department. Minor deviations/exceptions are defined as those that have no adverse effect upon the State’s interest and would not affect the outcome of the award by giving a Bidder an advantage or benefit not enjoyed by other Bidders.

4.12 NON – RESPONSIVE BIDS, NON – RESPONSIBLE BIDDERS

Bids which do not conform in all material respects to the requirements of this solicitation or which fail to provide all required information, documents, or materials will be rejected as non-responsive.

Material requirements of the solicitation are those set forth as mandatory or without which an adequate analysis and comparison of bids are impossible, or those which affect the competitiveness of bids, or the cost to the Department.

Bidders whose bids, past performance, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of the resulting Contract may be rejected as non-responsible. The Department reserves the right to determine which bids meet the material requirements of the solicitation, and which Bidders are responsible.

“Responsible” or “Qualified Bidder” means a person or firm with the capability in all respects to perform fully the contract requirements and the integrity and reliability to assure good faith performance. Failure to provide information to determine responsibility in response to a condition of a bid requiring such information may be cause for rejection of the bid.

Bid responses will be considered only from Bidders who are regularly engaged in the type of service/products/business that is the subject of this solicitation, are financially responsible, and have the necessary equipment and personnel to provide the services and goods required by the solicitation.

4.13 SUBCONTRACTS

The Vendor may, only with prior written consent of the Department, enter into written subcontracts for the delivery or performance of services, as indicated in this ITB. Anticipated subcontract agreements known at the time of bid submission, and the amount of the subcontract must be identified in the bid. If a subcontract has been identified at the time of bid submission, a copy of the proposed subcontract must be submitted reflecting all of the information identified in Section 8.4 SUBCONTRACTING AFTER CONTRACT EXECUTION.

No subcontract, which the Vendor enters into with respect to performance of any of its functions under the Contract, shall in any way relieve the Vendor of any responsibility for the performance of its duties.

5.0 BID SUBMISSION INSTRUCTIONS

5.1 BID SUBMISSION CONTENTS

Bids shall be prepared simply and economically, providing a straightforward, concise delineation of the contractor's capabilities to satisfy the requirements of this ITB. Fancy bindings, colored displays, and promotional material are not desired. The emphasis of each bid shall be on completeness and clarity of content. Bids are to be organized in sections as directed below. The bid forms furnished with this ITB must be submitted with the bid and are to be filled out in pen and ink or typewritten with no alterations, changes, or amendments made within. All forms must be signed and dated by the Vendor's Authorized Representative (see Section 1.2 DEFINITIONS, Item A.).

A. The Bidder shall organize its bid submittal contents as follows:

Tab 1 A cover letter on the Bidder's letterhead with the following information

- Name and headquarters location of the Bidder
- Federal Employer Identification (FEID) Number
- Subcontracting information as indicated in Section 4.13 SUBCONTRACTS. If not applicable, the Bidder shall so indicate in its cover letter.

Tab 2 Mandatory forms to be completed, signed and included with the bid:

FORM 1 – BIDDER CONTACT INFORMATION

FORM 2 – BIDDER QUALIFICATION QUESTIONS

FORM 3 – PRICE SHEET (3 pages)

Signed Addendum(s) (if applicable)

A written letter from an attorney-at-law (if applicable, see Section 6.2 FLORIDA PREFERENCE)

Completed forms must be included in the Bidder's response. If any item is missing or incomplete, the bid submission will be deemed non-responsive.

Tab 3 Exceptions

The Bidder shall include a statement in this tab indicating that it has no exceptions in regard to the services described in this solicitation.

However, should the Bidder have any exceptions, they must be noted in this tab in detail. The Department's request that exceptions, if any, be identified, does not imply and should not be taken as agreement by the Department to agree to or accept any exception(s). The Department will review the exceptions that were not addressed during the question and answer period and render a decision as to whether to accept them or not, or select another vendor to provide the services described in this solicitation. See Section 4.12 NON-RESPONSIVE, NON-RESPONSIBLE BIDDERS.

5.2 BID SUBMISSION

The Bidder shall submit:

5.2.1 One original version of the response submittal, with one (1) copy.

5.2.2 One REDACTED scanned copy of the response, if applicable (see Section 5.5 REDACTED SUBMISSIONS).

Sealed packages to be delivered shall be clearly marked on the outside of the package with the solicitation number and company name.

Submitted hardcopies contained within the sealed packages shall be clearly marked with the Bidder's company name, and solicitation number.

5.3 DELIVERY OF BID SUBMISSION

The bid shall be submitted to the Procurement Officer identified in Section 1.3 PROCUREMENT OFFICER, by or before the date and time indicated in Section 2.5 CALENDAR OF EVENTS. This is a mandatory requirement.

Offers by telegram, telephone, email, or facsimile will not be accepted. The Department will not consider late bids. Bidders are advised to examine their bids carefully and to ensure that the bid is delivered to the proper place no later than the time of the bid opening.

5.4 BID GUARANTEE

The Department will not require a bid guarantee for this solicitation.

5.5 REDACTED SUBMISSIONS

The following subsection supplements Section 19 of the PUR 1001. If Bidder considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, proprietary, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, Fla. Stat., the Florida Constitution or other authority, Bidder must mark the document as "Confidential" and simultaneously provide the Department with a separate redacted copy of its response and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Department's solicitation name, number, and the Bidder's name on the cover, and shall be clearly titled "Redacted Copy." The Redacted Copy should only redact those portions of material that the Bidder claims are confidential, proprietary, trade secret, or otherwise not subject to disclosure.

In the event of a request for public records pursuant to Chapter 119, Fla. Stat., the Florida Constitution or other authority, to which documents that are marked as confidential are responsive, the Department will provide the Redacted Copy to the requestor. If a requestor asserts a right to the Confidential Information, the Department will notify the Bidder such an assertion has been made. It is the Bidder's responsibility to assert that the information in question is exempt from disclosure under Chapter 119 or other applicable law. If the Department becomes subject to a demand for discovery or disclosure of the Confidential Information of the Bidder in a legal proceeding, the Department shall give the Bidder prompt notice of the demand prior to releasing the information (unless otherwise prohibited by applicable law). The Bidder shall be responsible for defending its determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure.

By submitting a bid, the Bidder agrees to protect, defend, and indemnify the Department for any and all claims arising from or relating to the Bidder's determination that the redacted portions of its bid are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If Bidder fails to submit a redacted copy of information it claims is confidential, the Department is authorized to

produce the entire documents, data, or records submitted to the Department in answer to a public records request for these records.

6.0 AWARD METHODOLOGY

6.1 BASIS OF AWARD

- A. The Contract will be awarded to the responsible and responsive Bidder that submits the lowest priced responsive bid for the original and renewal terms combined. The Department will consider the total cost for each year of the Contract, including renewal years, as submitted by the Bidder.

The Department shall also consider the following mandatories in consideration of award:

1. Timely submission of the Bidder's response.
2. Submission of mandatory information identified in Section 5.1 BID SUBMISSION CONTENTS, Item A.

- B. The Department reserves the right to:

- Award multiple contracts, for all or part of the work contemplated by this solicitation;
- divide the work among vendors by type of service or geographic area, or both;
- award a contract for less than the entire service area or less than all services encompassed by this solicitation, or both; and / or
- reject all bids.

- C. The Department reserves the right to award as determined to be in the best interest of the state, and to accept or reject any and all offers, or separable portions, and to waive any minor irregularity, technicality, or omission if the Department determines that doing so will serve the best interest of the state.

6.2 FLORIDA PREFERENCE

In accordance with section 287.084, Fla. Stat., a Bidder whose principal place of business is located outside of the state of Florida, must accompany their bid response documents with a written letter from an attorney-at-law licensed to practice law in the State where their principal place of business is located, describing the preferences granted by that State (if any) to its own business entities in the award of public contracts. The written document must identify either the preference granted or contain a statement specifying that no preferences are granted.

When the lowest responsible and responsive bid is submitted by a Bidder whose principal place of business is located outside the state of Florida, a 5% price preference shall be awarded to the Florida Bidder submitting the lowest responsive bid, unless the State where the out-of-state Bidder is located provides a different price preference for businesses having a principal place of business in that State. In that case, the same price preference shall be awarded to the lowest responsible and responsive Bidder whose principal place of business is located in the state of Florida responding to this competitive solicitation.

6.3 POSTING OF AGENCY DECISION

The Department will post a Notice of Intent to Award, stating its intent to enter into one or more contracts with the vendor or vendors identified therein, on the VBS website http://vbs.dms.state.fl.us/vbs/main_menu.

If the Department decides to reject all bids, it will post its notice at the same VBS website.

6.4 IDENTICAL BIDS

In the event that the Department receives two identical bids, the Department will select a Bidder based on the criteria identified in Rule 60A-1.011, F.A.C.

7.0 PROTESTS

7.1 TIME LIMITS FOR FILING PROTESTS

A notice of protest must be filed within seventy-two (72 hours) of the posting of the agency decision or solicitation. Any formal protest must be filed within ten (10) days of the filing of the notice of protest. A formal written protest is “filed” when **actually received** by the Department’s Agency Clerk.

7.2 BOND MUST ACCOMPANY PROTEST

When protesting a decision or intended decision (including a protest of the terms, conditions, and specifications of the solicitation), the protestor must post a bond with the formal protest that is equal to one percent of the Department’s estimated contract amount (total for all years).

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

8.0 RESULTANT CONTRACT SPECIAL PROVISIONS

8.1 GENERAL CONTRACT CONDITIONS (PUR 1000)

The PUR 1000 is incorporated by reference and can be accessed at:

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

8.2 CONTRACTUAL SUBMISSIONS

A Bidder’s response to this solicitation shall be considered as the Bidder’s formal offer. There will be no separate contract other than the purchasing document (purchase order or contract), and any documents incorporated therein.

8.3 CONTRACTOR RESPONSIBILITY

The Department will consider the Contractor to be the sole point-of-contact with regard to contractual matters. The Contractor will assume sole responsibility for providing the commodities and services offered in its bid whether or not the Contractor is the supplier of said commodities and services or any component.

8.4 SUBCONTRACTING AFTER CONTRACT EXECUTION

Should the Contractor need to subcontract any services to a subcontractor not originally identified in its bid submittal, the Contractor shall submit a written request to the Department’s Contract Manager identified in the Contract. The written request shall include, but is not limited to, the following:

- A. The name, address and other information identifying the subcontractor;
- B. Component / type of services to be performed by the subcontractor;
- C. Time of performance of the identified service;
- D. How the Contractor plans to monitor the subcontractor's performance of the identified services;
- E. Certification that the subcontractor has all licenses and county authority, as applicable, and/or has satisfied all legal requirements to provide the services to the Department. Also, the Contractor shall certify that the subcontractor is approved by the Florida Department of State to transact business in the State of Florida. **If the subcontractor is an out-of-state company, it must have a Florida Certificate of Authority from the Department of State, Division of Corporations, to transact business in the State of Florida. Website: www.sunbiz.org**
- F. A copy of the written subcontract agreement; and
- G. Acknowledgement from the subcontractor of the Contractor's contractual obligation to the Department and that subcontractor agrees to comply with all terms and conditions of the resulting Contract.

The Contractor acknowledges that it shall not be released of its contractual obligation to the Department because of any subcontract. The Contractor is solely responsible for ensuring the subcontractor maintains insurance, as required. The Department shall treat the Contractor's use of a subcontractor not disclosed as required herein and/or approved by the Department as a breach of the Contract.

8.5 RESULTANT CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE

This Solicitation sets forth the entire understanding of the parties in regard to the subject matter contained herein, and incorporates the documents listed below. In the event any of these documents conflict, the conflict will be resolved in the following order of precedence (first to last):

- A. DHSMV ITB-023-16, Avon Gas Masks and Accessories, which is inclusive of its addenda, attachments, PUR 1001 General Instructions to Respondents, and PUR 1000 Contract Terms and Conditions. This solicitation document, all addenda and attachments, and any purchase order issued as a result of this solicitation will form the parties' contract and will govern all conditions by which gas masks are purchased;
- B. the purchase order, and its terms and conditions; and
- C. the Contractor's bid submission.

8.6 CONTRACT MANAGEMENT

- A. Department's Contract Manager

The Contract Manager for this Contract will be:

Lieutenant Herbert Brown
 Florida Highway Patrol
 Florida Department of Highway Safety and Motor Vehicles
 Neil Kirkman Building, Room A315
 2900 Apalachee Parkway
 Tallahassee, Florida 32399-0524

The Contract Manager will perform the following functions:

1. Maintain a Contract Management file;

2. Serve as the liaison between the Department and the Contractor;
3. Direct the Contract Administrator to process all amendments, renewals and terminations of the Contract;
4. Monitor and Evaluate the Contractor's performance, as required, during the contract term and Contractor's overall performance at the conclusion of the Contract;
5. Issue Corrective Action Plans and assess Liquidated Damages in accordance with the Contract;
6. Maintain records regarding Contractor's performance to be placed on file that will be considered if the Contract is subsequently used as a reference in future procurements.
7. Verify receipt of deliverables from the Contractor.

8.7 INVOICES

- A.** The Contractor shall submit an appropriately completed invoice(s) to the ship to invoice address noted on the purchase order.

Payments shall be made in accordance with sections 215.422 and 287.0585 of the Fla. Stat., which govern time limits for payment of invoices. Also see PUR 1000 General Contract Conditions, Section 15.

- B.** Department's Contract Administrator

The Contract Administrator for this Contract will be:

Chief, Bureau of Purchasing and Contracts
2900 Apalachee Parkway
Tallahassee, Florida 32399-2500
(850) 617-3681

The Contract Administrator will perform the following functions:

1. Maintain the official Contract Administration file;
2. Process all Contract amendments, renewals, and termination of the Contract; and
3. Maintain the official records of all formal correspondence between the Department and the Contractor provided by the Contract Manager for filing in the Contract Administration file.

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FORM 1 – BIDDER CONTACT INFORMATION

For solicitation purposes, the Bidder's contact person shall be:

Name: _____

Title: _____

Bidder Company Name: _____

Address: _____

Telephone: _____

E-mail: _____

For contractual purposes, should the Bidder be selected for award, the contact person shall be:

Name: _____

Title: _____

Address: _____

Telephone: _____

E-mail: _____

FORM 2 - BIDDER QUALIFICATION QUESTIONS (Page 1 of 2)

1.	Does Bidder certify that the Bidder or person submitting the bid and its pricing is authorized to respond to this ITB on Bidder's behalf?	Yes	No
2.	Does Bidder certify that it is not a Discriminatory Vendor or Convicted Vendor as defined in sections 7 and 8 of the PUR 1001?	Yes	No
3.	Does Bidder certify compliance with section 9 of the PUR 1001?	Yes	No
4.	Does Bidder certify that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List?	Yes	No
5.	Does Bidder certify that it will, if awarded, submit to the Department, at least annually, the completed signed Preferred Pricing Affidavit as indicated in Section 4.5 PREFERRED PRICING COMPLIANCE?	Yes	No
6.	Does the Bidder certify that its primary business is providing the type of service or goods sought in this solicitation, that the company is financially responsible, and has the necessary equipment and personnel to provide the services or goods required by this solicitation?	Yes	No
7.	Does the Bidder certify that it will comply with Section 4.4 MYFLORIDAMARKETPLACE REGISTRATION?	Yes	No
8.	Does the Bidder certify that it will comply with Section 4.6 REGISTRATION WITH THE FLORIDA DEPARTMENT OF STATE?	Yes	No
9.	If applicable, does the Bidder certify it will comply with Section 4.7 SUBSTITUTE FORM W-9?	Yes	No
10.	Does the Bidder understand and agree that the solicitation contains requirements, terms and conditions that apply to the solicitation and to any Contract or other purchasing document (including a purchase order) that may result from the solicitation and that all purchases that may result from the solicitation will be governed by these requirements, terms and conditions?	Yes	No
11.	Does the Bidder understand that by submitting a bid response, the Bidder is deemed to have accepted all terms and conditions in the solicitation, contract, and/or purchase order?	Yes	No
12.	Does the Bidder understand that submission of a bid response does not, however, guarantee acceptance of the bid or issuance of a contract to the Bidder?	Yes	No
13.	Does the Bidder certify that, to the best of its knowledge, its company, including its subcontractors, as applicable, subsidiaries and partners, has no existing relationship, financial interest, or business interest, and is not engaged in any other activity that creates or would create an actual or potential organizational conflict of interest relating to the award of a contract resulting from this solicitation?	Yes	No
14.	Does the Bidder certify that it will comply with Section 8.4 SUBCONTRACTING AFTER CONTRACT EXECUTION?	Yes	No

15.	Does the Bidder certify that it will provide Gas Mask Fitting and Training as specified in Section 3.2 F TECHNICAL SPECIFICATIONS	Yes	No
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FORM 2 - BIDDER QUALIFICATION QUESTIONS (Page 2 of 2)

Complete and Sign below. Unsigned or incomplete forms will be rejected and will cause the bid to be rejected.
 As the person authorized to sign this statement, I certify that this firm complies with all requirements of DHSMV ITB-023-16.

Respondent:			
Address:			
City:	State:	Zip:	
Authorized Signature:		Date:	
Title:	Telephone:		

Please complete legibly.

FORM 3 – PRICE SHEET (Page 1 of 3)

See Section 4.9 PRICE SHEET INSTRUCTIONS before completing price sheets.

	Description	Price -Each Year 1	Price -Each Year 2	Price -Each Year 3
A.	Avon Mask Assembly Model C50 Part# 70501/187 Large			
B	Avon Mask Assembly Model C50 Part# 70501/188 Medium			
C	Avon Mask Assembly Model C50 Part# 70501/189 Small			
D	Avon Mask Assembly Model PC50 Part#70501/698/1 Large			
E	Avon Mask Assembly Model PC50 Part#70501/698/2 Medium			
F	Avon Mask Assembly Model PC50 Part#70501/698/3 Small			
G	Avon Mask Assembly Model FM53 Part# 72601/250-3 Large			
H	Avon Mask Assembly Model FM53 Part# 72601/250-6 Medium			
I	Avon Mask Assembly Model FM53 Part# 72601/250-9 Small			
J	Avon Mask Assembly Model FM53 Part# 72601/250-12 Extra Small			
K	Avon Mask Assembly Model FM54 Part# 72850/12 Large			
L	Avon Mask Assembly Model FM54 Part# 72850/11 Medium			
M	Avon Mask Assembly Model FM54 Part# 72850/10 Small			
N	Avon Mask Assembly Model FM54 Part# 72850/9 Extra Small			
O	Avon Outsert Lens – Clear Part# 70501/156			
P	Avon Voice Projection Unit for the Model C50 Mask Part# 71601/11			
Q	Avon Riot Filter Part #72606-3			
R	Avon CBRN Filter Part # 72602-2			
S	Avon Universal Gas Mask Carrier Part # AVO7260132			
Add A.-S. and enter a total for each year				
Enter the total of all three (3) years (Sum of year 1, year 2 and year 3)				

FORM 3 – PRICE SHEET (Page 2 of 3)

	Description	Price -Each Renewal Year 1	Price –Each Renewal Year 2	Price -Each Renewal Year 3
A.	Avon Mask Assembly Model C50 Part# 70501/187 Large			
B	Avon Mask Assembly Model C50 Part# 70501/88 Medium			
C	Avon Mask Assembly Model C50 Part# 70501/189 Small			
D	Avon Mask Assembly Model PC50 Part#70501/698/1 Large			
E	Avon Mask Assembly Model PC50 Part#70501/698/2 Medium			
F	Avon Mask Assembly Model PC50 Part#70501/698/3 Small			
G	Avon Mask Assembly Model FM53 Part# 72601/250-3 Large			
H	Avon Mask Assembly Model FM53 Part# 72601/250-6 Medium			
I	Avon Mask Assembly Model FM53 Part# 72601/250-9 Small			
J	Avon Mask Assembly Model FM53 Part# 72601/250-12 Extra Small			
K	Avon Mask Assembly Model FM54 Part# 72850/12 Large			
L	Avon Mask Assembly Model FM54 Part# 72850/11 Medium			
M	Avon Mask Assembly Model FM54 Part# 72850/10 Small			
N	Avon Mask Assembly Model FM54 Part# 72850/9 Extra Small			
O	Avon Outsert Lens –Clear Part# 70501156			
P	Avon Voice Projection Unit for the Model C50 Mask Part# 7160111			
Q	Avon Riot Filter Part #72606-3			
R	Avon CBRN Filter Part # 72602-2			
S	Avon Universal Gas Mask Carrier Part # AVO7260132			
Add A.-S. and enter a total for each renewal year				
Enter the total of all three (3) renewal years (Sum of renewal years 1, 2 and 3)				
Enter the total of all three (3) initial term years (Total from page 30)				
Training				
Grand Total (Sum of initial term plus renewal term plus training)				

FORM 3 – PRICE SHEET (Page 3 of 3)

The Bidder with the lowest grand total price will receive the award.

Grand Total: _____

Complete and Sign below. Unsigned or incomplete forms will be rejected and will cause the bid to be rejected.

By signature below, I hereby bind the Bidder to the prices bid.

Respondent:	_____
Address:	_____
City:	_____ State: _____ Zip: _____
Authorized Signature:	_____ Date: _____
Title:	_____ Telephone: _____

Please complete legibly.

EXHIBIT 1 - FITTING LOCATIONS

Troop A		Troop G
Panama City, FL 32404		Jacksonville FL, 32205
Pensacola, FL 32504		
Troop B		Troop H
Lake City FL 32055		Tallahassee, FL 32309
Gainesville FL 32653		
Troop C		Troop K
Tampa, FL 33162		West Palm Beach, FL 34761
Troop D		Troop L
Orlando FL 32807		Davie, FL 33325
Troop E		FHP Academy
Miami, FL 33172		Havana, FL 32333
Troop F		
Ft. Myers, FL 33913		
Bradenton, FL 34203		