

	<b>FLORIDA DEPARTMENT OF LAW ENFORCEMENT</b> <b>INVITATION TO BID</b> <i><b>Acknowledgement Form</b></i>	
Page 1 of 16 pages	<b>SUBMIT REPLY TO:</b> Florida Department of Law Enforcement Office of General Services Telephone Number: (850) 410-7300	
<b>Agency Release Date:</b> <b>Thursday, May 23, 2019</b>		
<b>Solicitation Number:</b> <b>FDLE ITB 1935</b>	<b>Solicitation Title: Laboratory Gas</b>	
<b>Bids are Due:</b> <b>Thursday, June 13, 2019</b>	<b>Bid responses shall be binding until execution of a Purchase Order with the successful Bidder.</b>	
<b>**Bidder Name:</b>		
**If a fictitious name is used, include registered name (i.e. XYZ, Inc. DBA ABC)		
<b>Bidder Mailing Address:</b>	*Authorized Signature (Manual)	
<b>City, State, Zip:</b>		
Phone Number:	*Authorized Signature (Type), Title	
Toll Free Number:	*This individual must have the authority to legally bind the Bidder to a contractual obligation. By submission of a signature on the response, the Bidder certifies that they comply with all terms and conditions contained herein.	
Fax Number:		
Email Address:		
FEID Number:		
Type of Business Entity (Corporation, LLC, partnership, etc.):		
<b>BIDDER CONTACTS:</b> Provide the name, title, address, telephone number, and email address of the official contact and an alternate, if available. These individuals shall be available to be contacted by telephone or attend meetings as may be appropriate regarding the solicitation schedule.		
<b>PRIMARY CONTACT:</b>		<b>SECONDARY CONTACT:</b>
Contact Name, Title:	Contact Name, Title:	
Address:	Address:	
Phone Number:	Phone Number:	
Fax Number:	Fax Number:	
Email Address:	Email Address:	

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## SECTION 1 – INTRODUCTORY SECTION

The State of Florida, Department of Law Enforcement, hereinafter called the FDLE, Department, Agency, State, Customer or Purchaser, issues this invitation to receive competitive sealed bids for laboratory gases as needed by FDLE's forensic laboratories. This Invitation to Bid (ITB) and all activities leading toward the anticipated issuance of a Purchase Order pursuant to this ITB are conducted pursuant to Chapters 943 and 287 Florida Statutes, and Rule 60A-1 Florida Administrative Code.

### 1.1. AGENCY INTENT

It is the intent of the FDLE to acquire pricing for a one (1) year rate agreement for fiscal year 2019/2020 (July 1, 2019 – June 30, 2020) for laboratory gas and associated equipment and services. FDLE intends to make a single award from this ITB and issue a Purchase Order for each forensic laboratory.

### 1.2. HEADING AND SECTION REFERENCES

Section headings in this ITB are inserted for convenience only and are not to be construed as a limitation of the scope of the particular section to which the heading refers.

### 1.3. GENERAL INSTRUCTIONS TO RESPONDENTS (PUR 1001)

Pursuant to Rule 60A-1.002 F.A.C, the State of Florida General Instructions to Respondents (PUR 1001) are hereby referenced and incorporated in their entirety to this ITB. Bidders are instructed to read this document in its entirety. There is no need to return this document to the FDLE. The FDLE instructions to respondents contained within this ITB supersede any conflicting instructions contained in the PUR1001.

[https://www.dms.myflorida.com/content/download/2934/11780/PUR\\_1001\\_General\\_Instructions\\_to\\_Respondents.pdf](https://www.dms.myflorida.com/content/download/2934/11780/PUR_1001_General_Instructions_to_Respondents.pdf)

### 1.4. MANDATORY REQUIREMENTS

The FDLE has established certain requirements with respect to bids to be submitted by respondents. The use of "shall", "must" or "will" (except to indicate simple futurity) in this ITB indicates a requirement or conditions from which a material deviation may not be waived by the Department. A deviation is material if, in the Department's sole discretion, the deficient response is not substantial accord with the ITB requirements, provides an advantage to one respondent over other respondents, has potentially significant effect on the quantity or quality of items bid, or on the cost of the Department. Material deviations cannot be waived. The words "should" or "may" in this ITB indicate desirable attributes or conditions, but are permissive in nature. Deviation from, or omission of, such a desirable feature, will not in itself cause rejection of a Bid.

### 1.5. PROCUREMENT OFFICER

The Procurement Officer, acting on behalf of the FDLE, is the sole point of contact outside of official public meetings, with regard to all procurement matters relating to this solicitation, from the date of the release of the solicitation until the FDLE Notice of Intent to Award is posted on the Vendor Bid System (VBS).

All questions or requests for clarification are to be directed to:

**Justin Payne**  
**Florida Department of Law Enforcement**  
**Office of General Services**  
**Telephone: (850) 410-7300**  
**Email: [CentralPurchasing@fdle.state.fl.us](mailto:CentralPurchasing@fdle.state.fl.us)**

Florida Statute (F.S.) Section 287.057(23) 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 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.

**1.6. SCHEDULE OF EVENTS / TIMELINE**

The following time schedule will be strictly adhered to in all actions relative to this ITB unless modified by the FDLE by written addenda. FDLE will publish all written addenda on the MyFloridaMarketPlace, Vendor Bid System (VBS). No liability to the FDLE will result from such deviations. All required Vendor actions must be completed by the date and time indicated on the schedule. All listed times are Eastern Time (ET) in Tallahassee, Florida.

DATE	TIME	ACTIVITY	LOCATION
5/23/19	--	FDLE Posts Invitation to Bid Advertisement	Vendor Bid System
6/3/19	5:00 PM	Submission Deadline for Vendor Written Questions to Procurement Officer	FDLE Office of General Services <a href="mailto:centralpurchasing@fdle.state.fl.us">centralpurchasing@fdle.state.fl.us</a>
6/5/19	--	FDLE Posts Electronic Written Answers to Vendor Questions (Anticipated)	Vendor Bid System
6/13/19	2:30 PM	Vendor Bids Due to FDLE	FDLE Office of General Services
6/13/19	3:00 PM	Public Meeting Opening of Bids	FDLE Headquarters 2331 Phillips Road Tallahassee, Florida 32308

FDLE shall utilize the State of Florida, MyFloridaMarketPlace Vendor Bid System (VBS) as the single resource for all Invitation to Bid, Public Notice information in accordance with 28-102.001, F.A.C.

**1.7. ACCESSIBILITY FOR DISABLED PERSONS**

Any person with a qualified disability shall not be denied equal access and effective communication regarding any ITB documents or attendance at any related meeting or ITB opening. If accommodations are needed because of disability, please contact the Procurement Officer or FDLE Office of General Services at (850) 410-7300.

END OF SECTION

## SECTION 2 – TECHNICAL SPECIFICATIONS

### 2.1. OVERVIEW

The Vendor shall be responsible for furnishing the necessary personnel, materials, facilities and services to provide compressed specialty laboratory gases and cryogenic liquids, delivered FOB destination on an as-needed basis. The price quoted for each item shall include the cost of all things necessary to furnish the laboratory gases described in these Technical Specifications and Exhibits.

### 2.2. CERTIFICATE OF ANALYSIS

The vendor shall have on record the laboratory analytical report (certificate) for each cylinder of specialty grade gas (referred to as UPC or UHP/Zero, denoted by \*). All laboratory analyses shall be performed on the specialty gas after filling the cylinder. The certificate of analysis shall be cylinder specific. These certificates shall be available on request during the contract period and at no additional cost to the FDLE.

All specialty gas cylinders dedicated to analytical gas service shall not have previous use in industrial service. This information shall be verifiable by serial numbers on cylinders or other means.

Copies of an actual report (certificate) for each specialty gas shall be provided as a part of the vendor’s response to this solicitation. A response will not be considered without this certificate.

Gases shall meet or exceed the specifications outlined in Section 2.3. This table data is intended for use as a guide in determining the grades of gases to be supplied by the vendor.

Each gas is used for a specific analysis and must be free of all components of analytical interest. Therefore, if a particular grade of purity cannot meet the specifications of the analytical applications, a higher or purer grade must be proposed. If, after the bid has been awarded, the FDLE determines that the proposed grade is unsuitable for the analytical application, the vendor shall provide an acceptable grade at the quoted bid price. If the vendor cannot provide the suitable grade gas, the FDLE shall have the right to cancel the purchase order or a portion thereof. If any cylinders are found to be non-compliant, the Vendor must immediately exchange for a compliant cylinder.

The Vendor shall provide, with all initial shipments, a Material Safety Data Sheet (MSDS). The MSDS shall verify the Vendor’s compliance with OSHA’s Hazard Communications Standard 29 CFR 1910.1200.

### 2.3. TYPES OF GASES

FDLE has seven (7) separate forensic laboratories that require laboratory gases to conduct day to day activities. Vendor must be capable of supplying the following gases as needed by FDLE.

Gas	Grade	Cylinder Size	CGA Connection
Helium - Ultra High Purity (UHP)*	5.0	300	580
Hydrogen – UHP*	5.0	300	350
Nitrogen – UHP*	5.0	300	580
Liquid Nitrogen	Industrial	180	OTH
10% Methane Balance Argon P-10 Mix	Certified Standard Gas Mixture	200	350
Air*	Ultra-Zero	300	590
Acetylene	Industrial	4	510

Gas	Grade	Cylinder Size	CGA Connection
Argon	Industrial	125	580
25% Carbon Dioxide Balance Argon	Industrial Shielding Gas Mixture	125	580
2.5% Carbon Dioxide, 7.5% Argon Balance Helium HBTriMIX	Gold Gas Mixture	125	580
Oxygen	Industrial	125	540
Compressed Air*	Zero	300	590

## 2.4. DELIVERY LOCATIONS

All gases shall be ordered, on an as needed basis, and delivered to the requesting FDLE location within 24 hours of receipt of order. Vendor must be capable of delivering to all of the following FDLE laboratory locations:

Name of Location	Address
Alcohol Testing Program (ATP)	2729 Fort Knox Blvd., Suite 1300, Tallahassee, FL 32308
Fort Myers Regional Operations Center (FMROC)	4700 Terminal Drive, Suite 1, Fort Myers, FL 33907
Jacksonville Regional Operations Center (JROC)	921 North Davis Street, Building 1, Jacksonville, FL 32209
Orlando Regional Operations Center (OROC)	500 West Robinson Street, Orlando, FL 32801
Pensacola Regional Operations Center (PROC)	1301 North Palafox, Pensacola, FL 32501
Tallahassee Regional Operations Center (TROC)	2331 Phillips Road, Tallahassee, FL 32308
Tampa Bay Regional Operations Center (TBROC)	4211 North Lois Avenue, Tampa, FL 33614

## 2.5. CYLINDER RENTAL

Vendors must provide a daily rate for all three (3) cylinder rental types on Attachment A – Price Sheet. Cylinder rentals will be invoiced and paid monthly in arrears. The cylinder types are as follows:

- Liquid Cylinder
- Specialty Gas Cylinder
- Welding Gas Cylinder

## 2.6. BACKGROUND

Below is a table showing estimated annual usage (by cylinder) for each laboratory.

Type of Gas	ATP	FMROC	JROC	OROC	PROC	TROC	TBROC	Total # of Cylinders
Helium – UHP*	6	67	30	120	12	35	20	290
Hydrogen – UHP*	2	1	1	8	0	10	1	23
Nitrogen – UHP*	0	2	0	145	18	50	0	215
Liquid Nitrogen	0	0	0	55	0	0	0	55
10% Methane Balance Argon P-10 Mix	0	0	0	4	0	0	0	4
Ultra-Zero Air*	3	0	32	80	0	20	11	146
Acetylene	0	0	0	1	0	0	0	1
Argon	0	0	0	1	0	0	0	1
25% Carbon Dioxide Balance Argon	0	0	0	1	0	0	0	1
2.5% Carbon Dioxide, 7.5% Argon Balance Helium HBTriMIX	0	0	0	1	0	0	0	1
Oxygen	0	0	0	1	0	0	0	1
Compressed Air*	0	19	0	0	0	0	0	19

## **SECTION 3 – INVITATION TO BID PROCESS**

This ITB is hereby advertised on the State of Florida VBS. To find the ITB or other related information, enter Agency “Department of Law Enforcement” and click on “Initiate Search” at the bottom of the web page. If unable to download the document(s), contact the FDLE Procurement Officer.

Section 120.57(3)(b), F.S., requires that notice of protest of the solicitation documents shall be made within seventy-two (72) hours after the posting of the solicitation. Failure to file a protest within the time prescribed in section 120.57(3), F.S., shall constitute a waiver of proceedings under Chapter 120, F.S.

### **3.1. SPECIAL CONDITIONS AND INSTRUCTIONS**

The FDLE Bid requirements and special conditions modify and shall take precedence over the State of Florida form PUR1001, General Instructions to Bidders.

The FDLE currently does not utilize the State of Florida’s, MyFloridaMarketPlace e-Procurement system for competitive solicitations such as this ITB. Bidders are to manually submit a hard copy of their responses to this ITB as identified in this section. Specific references to MFMP usage for this ITB stated in paragraphs 3 and 5 of the PUR1001, General Instructions to Bidders are not applicable.

### **3.2. SOLICITATION REQUESTS**

All questions or requests for clarification pertaining to this ITB should be addressed in writing to the Procurement Officer. It will be the responsibility of each Bidder to submit any questions prior to the ITB receipt opening. Questions or requests for clarification concerning the specifications or solicitation procedures as written must be submitted to the FDLE in accordance with the Schedule of Events / Timeline. The written interpretation of the appropriate representative of the FDLE shall prevail.

### **3.3. BIDDER INQUIRIES**

The Bidder will examine the ITB to determine if the FDLE requirements are clearly stated. If there are requirements which may restrict competition, Bidders may request specification changes. Requests must identify and describe the difficulty meeting specifications, provide detailed justification, and provide the recommend changes. Change requests or protests of the specifications must be received by the State no later than seventy-two (72) hours after the posting of the solicitation. The FDLE will determine what, if any, changes to the ITB will be accepted. If required, the FDLE will issue addenda reflecting the changes.

Written interpretations of the appropriate representative of the FDLE will prevail. While oral responses may be given in good faith and are intended to be accurate, the FDLE is not bound by any non-written interpretation or guidance offered to Bidders.

### **3.4. ADDENDA**

The FDLE reserves the right to modify this ITB. All addenda to this ITB will be in writing with content and number of pages described to all Bidders. Any addenda or answers to written questions supplied by the FDLE to participating Bidders may include an Addenda Acknowledgement Form. This form shall be signed by an authorized representative of the Bidder’s organization and submitted to the FDLE.

All addenda will be provided via the VBS at the following website:

[http://www.myflorida.com/apps/vbs/vbs\\_main\\_menu](http://www.myflorida.com/apps/vbs/vbs_main_menu)

It is the sole responsibility of the Bidder to monitor the VBS for any addenda issued in reference to this ITB.

### 3.5. DISCUSSIONS

No negotiations, decisions or actions shall be initiated or executed by the Bidder as a result of any discussions with any State employee prior to the opening of the sealed Bid(s). Prior to the opening of the sealed Bid(s), Bidders are NOT to divulge bid prices to any state employee or representative of the State. Further, Bids submitted to the FDLE will remain unopened until the time for opening Bids as indicated on the Schedule of Events / Timeline. During this period, any discussion by the Bidder with any state employee or representative of the State involving price information will result in rejection of said Bidder's response. Only those communications which are in writing or electronically submitted from the FDLE, Office of General Services may be considered as a duly authorized expression on behalf of the FDLE. Also, only communications from Bidders, which are in writing and signed or electronically submitted, will be recognized by the FDLE as duly authorized expressions on behalf of the Bidder.

### 3.6. MYFLORIDAMARKETPLACE (MFMP) REGISTRATION

Each vendor desiring to sell commodities or contractual services as defined in Section 287.012, F.S. to the State through the on-line procurement system, is prequalified to do so and shall register in the MFMP system, unless exempted under subsection 60A-1.033(3) F.A.C. Information about the registration process is available, and registration may be completed at the MFMP website: [Vendor Information Portal](#). Interested persons lacking internet access may request assistance from the MFMP Customer Service at (866) 352-3776.

Responding Vendors must be registered in the MFMP system at the time of Bid submission.

Vendors should register for the following United Nations Standard Products and Services (UNSPSC) Class/Group Commodity Code(s) pertaining to this Procurement:

- 12142000 Noble Gases
- 41122400 Laboratory Implements

### 3.7. FLORIDA DEPARTMENT OF FINANCIAL SERVICES SUBSTITUTE W-9 INITIATIVE

The Florida Department of Financial Services (DFS) must have the correct Taxpayer Identification Number (TIN) and other related information (i.e. Social Security number) to report accurate tax information to the Internal Revenue service and determine if a vendor should receive a form 1099. A completed Substitute form W-9 is required for any entity to receive payment from the State of Florida. Vendors must submit their W-9 forms electronically at the DFS website: <https://flvendor.myfloridacfo.com/>

Responding Vendors must have a valid W-9 on file with the DFS prior to issuance of a Purchase Order.

### 3.8. BID PRICE SHEET

The Bidder must submit pricing on Attachment A – Price Sheet. Vendor generated price sheets will not be accepted. Prices shall include **ALL** charges for packaging, handling, freight, distribution, fuel, hazmat fees, surcharges, and inside delivery. Prices shall include all incidentals and associated costs required to comply with and satisfy all requirements referred to or included in this solicitation. Additional charges incurred by the Vendor as a result of Federal or State regulation changes may be added provided the vendor notifies by written notice, the FDLE ninety (90 ) days prior to any price increase.



No remuneration is available to the Bidder beyond the Bid price for all specifications and considerations in response to this ITB, as outlined herein. Bidders will be strictly held to the prices of their Bid. The contents of this ITB and vendor Bid submission will become contractual obligations, if a Purchase Order is issued.

Quantities referred to are estimated quantities. The FDLE reserves the right to increase or decrease the quantities and amounts. No guarantee is made regarding actual orders issued for items or quantities during the term of the agreement. The FDLE shall not be responsible for Vendor inventory or order commitment.

### 3.9. BID PACKAGING AND SUBMISSION REQUIREMENTS

Bids must be submitted in a sealed envelope/container. Bids must be submitted by U.S. Mail, United Parcel Service (UPS), Federal Express (FedEx), private courier, or hand delivery. Electronic submission or facsimile transmission of a Bid is not authorized and will not be accepted. Bidders are cautioned that shipped Bids will be routed to the Department's Mail Processing Center in an off-site facility which may cause delays in delivery and receipt by the Office of General Services. Bidders choosing to mail Bids must take this into consideration and allow sufficient time to ensure timely delivery and receipt. The FDLE mailing address is:

**ATTENTION: OFF-SITE MAIL FACILITY, C/O FLORIDA DEPARTMENT OF LAW ENFORCEMENT  
OFFICE OF GENERAL SERVICES  
813B LAKE BRADFORD ROAD  
TALLAHASSEE, FL 32399**

A Vendor choosing to hand deliver a sealed Bid must take into consideration that the FDLE Headquarters Building is a secure facility. "Hand deliver" means delivery at the correct location on or before the required date and time. The FDLE Headquarters location is:

**ATTENTION: FLORIDA DEPARTMENT OF LAW ENFORCEMENT  
OFFICE OF GENERAL SERVICES  
2331 PHILLIPS ROAD  
TALLAHASSEE, FLORIDA 32308**

**BIDDERS SHOULD INCLUDE THE FOLLOWING LABEL ON THE OUTSIDE OF ALL SEALED PACKAGES:**

***RESPONDING BIDDER NAME***  
**SOLICITATION NUMBER: FDLE ITB 1935**  
**TITLE: LABORATORY GAS**  
**BID OPENING: 6/13/19 @ 3:00 PM**

**BIDS RECEIVED AFTER THE EXACT TIME/DATE SPECIFIED IN SECTION 1.6 WILL NOT BE CONSIDERED.**

**FAILURE TO INCLUDE ANY INFORMATION OR DOCUMENTATION REQUESTED WITHIN THIS ITB AT THE TIME OF SUBMISSION, OR AT THE TIME PRESCRIBED BY THE FDLE, WILL LEAD TO REJECTION OF THE BID FOR NON-RESPONSIVENESS. IF BIDDERS ARE UNSURE OF THE REQUIRED INFORMATION OR DOCUMENTATION, CONTACT THE PROCUREMENT OFFICER. DO NOT MAKE ASSUMPTIONS.**

### 3.10. BIDDER ACKNOWLEDGEMENT

By submission of a signature on the FDLE Acknowledgment Form, the Bidder certifies that they comply with all terms and conditions contained herein. The Bid must contain the original signature of an authorized representative who can legally bind the Bidder. The product offered by the Bidder will conform to the specifications of this ITB without exception.

### 3.11. VENDOR GENERATED TERMS AND CONDITIONS

FDLE objects to and shall not consider any additional terms and conditions submitted by a Bidder, including any appearing in documents attached as part of a Bidder's response. In submitting a response, a Bidder agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force and effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a Bid, shall be grounds for rejecting a Bid.

The Purchase Order issued by the FDLE as a result of this ITB shall incorporate all terms and conditions identified herein. No oral agreements or representations shall be valid or binding upon FDLE or the Bidder unless expressly contained herein or by a written addenda to this ITB.

### 3.12. REDACTED BID SUBMISSION

Pursuant to section 19 Public Records, of the PUR 1001 General Instructions to Respondents, if a Bidder considers any portion of the bid documents, data or record submitted in response to this solicitation to be exempted by law from disclosures as a public record, the Bidder must provide the FDLE both an unredacted and redacted copy of the Bid submission. As noted in this section, redacted Bids must clearly segregate and mark information which is claimed to be exempt from public records and provide the specific statutory citation for such exemption.

This redacted copy should contain FDLE's solicitation name, number, and the name of the responding Vendor on the cover, and should be clearly titled "Redacted Copy". The Redacted Copy must be provided to the FDLE at the same time the Vendor submits its Bid and must only exclude or obliterate those exact portions which are exempted by law from public disclosure. The entire Bid or Bid pages must not be marked proprietary, trade secret, or confidential.

**IF A VENDOR FAILS TO SUBMIT A REDACTED COPY WITH ITS BID AS DESCRIBED HEREIN, FDLE IS AUTHORIZED TO PRODUCE THE ENTIRE DOCUMENT(S), DATA OR RECORDS SUBMITTED BY THE VENDOR. THE ITB AND THE SUCCESSFUL VENDOR'S BID WILL BE INCORPORATED INTO THE PURCHASE ORDER.**

### 3.13. ADMINISTRATIVE REVIEW

Each Vendor shall submit a Bid that meets all material requirements of this ITB. Material requirements are those without which adequate analysis and comparison of Bids is impossible, or those that affect the competitiveness of the Bid. FDLE seeks to maximize competition and reserves the right to seek clarification or conduct a cure process from responding Vendors to obtain non-material information to complete a responsiveness review. Bids which do not meet all material requirements of this solicitation will not will not be considered unless, at FDLE's discretion, the discrepancy does not prevent review of the Bid by FDLE and can be easily and quickly remedied. Failure of a Vendor to provide an original/completed form or certification in the Bid submission or timeframe as provided by the FDLE will cause a Vendor to be deemed Non-Responsive and therefore disqualified from further consideration.

#### A. Required Documents

The following requirements must be met by the responding Vendor in order for the Bid to be considered responsive to this solicitation; however, this is not an exhaustive list of **mandatory** requirements.

- FDLE ITB 1935 Acknowledgement Form
- Attachment A – Price Sheet
- Attachment C – Scrutinized Companies List Certification
- Copy of Report (certificate) for Each Specialty Gas identified in Section 2.3
- Any applicable Bid Addenda

- B. Bids which do not meet all mandatory requirements of this solicitation, including the submission of all required information, will be rejected as non-responsive. A non-responsive Bid may include, but is not limited to, those which:
- Fail to utilize, complete, and/or submit the mandatory prescribed forms
  - Fail to meet all mandatory requirements
  - Include terms and conditions contrary to the requirements of this Bid
  - Do not contain original authorized signatures
  - Are not in conformance with the requirements and instructions contained herein

**IF FDLE DETERMINES THAT THE CONDITIONS OF THE BID DOCUMENTS ARE NOT COMPLIED WITH, OR THAT THE PRODUCT PROPOSED TO BE FURNISHED DOES NOT MEET THE SPECIFIED REQUIREMENTS, THE BID MAY BE REJECTED AS NON-RESPONSIVE.**

### 3.14. PRICE EVALUATION

The FDLE will take the following steps upon opening Bids:

- A. Confirm the Bid includes a Fixed Price per Item
  - B. Confirm the Bid is submitted using Attachment A – Price Sheet
  - C. Confirm the prices are clear and unambiguous
  - D. Check the arithmetic of the Bid price and conduct a Clarification Request for any computational or transfer errors noted
  - E. When evaluating Bid responses to solicitations where there is identical pricing or a pricing preference, the FDLE shall determine the order of award in accordance with Sections 287.057 (11), 287.082, 287.084, 287.087 and 287.92, F.S.
- Certified Minority Business Enterprises

Pursuant to Section 287.057(11) F.S., two equal Bids are received and one Bid is from a Certified Minority Business Enterprise as defined in 288.703 F.S., the FDLE must contract with the Certified Minority Business Enterprise. Bidders must provide a copy of this certification in their Bid Response. Vendors may contact the Department of Management Services, Office of Supplier Diversity to obtain information, or visit the Florida Certified Business Enterprises webpage:

[https://www.dms.myflorida.com/agency\\_administration/office\\_of\\_supplier\\_diversity\\_osd](https://www.dms.myflorida.com/agency_administration/office_of_supplier_diversity_osd)

- Certification of Drug Free-Workplace (Attachment B)

To be considered for the drug-free workplace program preference, Bidders must provide certification that it has implemented a drug-free workplace program in accordance with 287.087 F.S. Submission of Attachment B – Certification of Drug-Free Workplace is not required, but recommended for this preference.

### 3.15. COST OF PREPARING A VENDOR BID

FDLE is not liable for any costs incurred by a Vendor in responding to the ITB, including but not limited to: site visits, presentations, conferences, copying, printing, travel, packaging, freight, etc. All costs associated with a Bid response this ITB will be the responsibility of the responding Vendor.

### 3.16. FIRM RESPONSE

A Bidder's response to this ITB shall be considered as the Bidder's formal offer. The issuance of a Purchase Order for the procurement of the commodity and services as specified in Section 2 Technical Specifications shall constitute the FDLE's written acceptance of the successful Bid and the Purchase Order will be forwarded to the successful Bidder.

FDLE may make an award within sixty (60) days after the date of the Bid opening, during which period Bidder responses shall remain firm and shall not be withdrawn. If award is not made within sixty (60) days, the Bid shall remain firm until either FDLE issues a Purchase Order, or FDLE receives from the Bidder written notice that the Bid is withdrawn. Any response that expresses a shorter duration may, in FDLE's sole discretion, be accepted or rejected.

### 3.17. WITHDRAWAL OF BID

Vendor Bids submitted on or before the Bid due date may be withdrawn, amended or replaced with another Bid up until the Bid due date and time. Vendor Bids withdrawn prior to the Bid due date and time will be returned, unopened to the Bidder at the Bidder's expense.

### 3.18. LEGAL REQUIREMENTS

Applicable provisions of all Federal, State, County and local laws and administrative procedures, regulations, or rules shall govern the development, submittal, and evaluation of all Bids received in response hereto and shall govern any and all claims and disputes which may arise between Bidder's submitting a bid hereto and the FDLE. Lack of knowledge of the law or applicable administrative procedures, regulations or rules by any Bidder shall not constitute a cognizable defense against their effect.

### 3.19. SCRUTINIZED COMPANIES LIST

Pursuant to Section 287.135 F.S, at the time a Bidder submits a Response or before entering into a contract where the value exceeds \$1 million, the Bidder or Contractor must certify that the company is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria.

Before entering a contract of any value, the Bidder or Contractor must certify that the company is not participating in a boycott of Israel and is not on the Scrutinized Companies that Boycott Israel List.

Bidders must include the Attachment C - Scrutinized Companies List Certification to evidence this certification with their Bid response.

### 3.20. LESS THAN TWO RESPONSIVE BIDS

In the event that FDLE receives less than two (2) Responsive Bids, FDLE may negotiate the best terms and conditions with the single Responsive Vendor to obtain the best value for the State.

### 3.21. BASIS OF AWARD

Award will be made to the responsive and responsible Bidder who after completion of the Bid evaluation submits the lowest responsive grand total for all specifications and considerations in response to this ITB. An award from this Bid does not constitute an official Purchase Order, agreement or commitment on behalf of the State.

### 3.22. POSTING OF TABULATIONS

The FDLE Intent to Award / Bid tabulation will be posted electronically as an Agency Decision on the VBS. The Agency Decision may be viewed and will remain in active posting status for a period of 72 hours. At the end of this active period, this tabulation will continue to be available for public view as an archive file.

Failure to file a protest within the time prescribed in Section 120.57(3) F.S., shall constitute a waiver of proceedings under Chapter 120, F.S.

### 3.23. RESERVED RIGHTS

FDLE reserves the right to:

- Amend this ITB
- Waive minor irregularities submitted in Bids
- Conduct a clarification or cure process of submissions not directly related to the Technical Specifications of the ITB
- Accept or Reject any or all Bids received in whole or in part
- Re-solicit for new Bids
- Abandon the need for such commodities and/or services
- Request additional information to assess a Vendor's capabilities
- Award to the next eligible Bidder if at any time the Awarded Vendor is unable to meet all mandatory specifications or requirements as specified herein

END OF SECTION

## **SECTION 4 – SPECIAL CONDITIONS SECTION**

### **4.1. GENERAL CONTRACT CONDITIONS (PUR 1000)**

Pursuant to Rule 60A-1.002 Florida Administrative Code (F.A.C.), the State of Florida General Contract Conditions (PUR1000) are hereby referenced and incorporated in their entirety into this ITB. Bidders are instructed to read this document in its entirety. There is no need to return this document to the FDLE. The FDLE ITB Special Conditions Section supersedes any conflicting terms or instructions contained in the PUR1000.

[https://www.dms.myflorida.com/content/download/2933/11777/PUR\\_1000\\_General\\_Contract\\_Conditions.pdf](https://www.dms.myflorida.com/content/download/2933/11777/PUR_1000_General_Contract_Conditions.pdf)

### **4.2. MYFLORIDAMARKETPLACE (MFMP) PURCHASE ORDER TERMS AND CONDITIONS**

The intent of the FDLE is to issue an electronic purchase order to the awarded Bidder for all commodities and/or services as specified herein. The MFMP e-Procurement system contains predetermined Terms and Conditions. The FDLE ITB and Standard Terms and Conditions supersede any conflicting terms and conditions contained in the MFMP system.

[https://www.dms.myflorida.com/content/download/117735/646919/Purchase\\_Order\\_Terms\\_Sept\\_1,\\_2015\\_.pdf](https://www.dms.myflorida.com/content/download/117735/646919/Purchase_Order_Terms_Sept_1,_2015_.pdf)

### **4.3. COOPERATION WITH THE INSPECTOR GENERAL**

Pursuant to Section 20.055(5) F.S., the Contractor (Vendor) and any subcontractors understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing.

### **4.4. FEDERAL EXCLUDED PARTIES LIST**

A respondent or subcontractor, that at the time of Bidding or submitting a proposal for a new contract or renewal of an existing contract is on the Federal Excluded Parties List, is ineligible for, and may not submit a Proposal for, or enter into or renew a contract with an agency for goods or services, if any federal funds are being utilized.

### **4.5. PUBLIC RECORDS**

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-410-7676, [PUBLICRECORDS@FDLE.STATE.FL.US](mailto:PUBLICRECORDS@FDLE.STATE.FL.US), OR VIA MAIL AT P.O. BOX 1489, ATTN: PUBLIC RECORDS DIVISION, TALLAHASSEE, FL 32302.**

### **4.6. UNAUTHORIZED ALIENS**

The employment of unauthorized aliens by any Vendor is considered a violation of Section 274A (e) of the Immigration and Nationality Act. If the Vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the Bid award and/ or subsequent Purchase Order or Contract.

## SECTION 5 – INVOICING AND PAYMENT

At the end of each month, the Vendor will submit an itemized invoice for payment. Invoices must, at a minimum, include the following information:

- A. Vendor Name and remit to address
- B. Vendor billing contact phone number and/or email address
- C. Vendor Tax Identification Number
- D. Purchase Order number
- E. Billing Date
- F. Deliverable with description
- G. Payment amount due

The State of Florida cannot make deposits or pay for goods and/or services in advance unless approved under rules issued by the Comptroller of Florida. Therefore, payments by the FDLE covering goods and/or services will be due and payable within forty (40) days after the receipt of a proper invoice and actual receipt of goods and/or services per Section 215.422(b) F.S. The FDLE is not authorized to pay the Vendor any deposit for services to be rendered or equipment to be purchased in the future.

All commodities and services will be paid monthly in arrears. Each delivery location must be invoiced separately.

Vendor invoices shall be submitted to:

The Florida Department of Law Enforcement  
Office of Financial Management  
P.O. Box 1489  
Tallahassee, Florida 32302  
Email: [fdleaccountspayable@fdle.state.fl.us](mailto:fdleaccountspayable@fdle.state.fl.us)

The FDLE is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased. The awarded Vendor will be provided a copy of the FDLE Consumer's Certificate of Exemption prior to or upon issuance of the Purchase Order.

END OF SECTION

## **SECTION 6 – ATTACHMENTS**

Attachment A – Price Sheet

Attachment B – Certification of Drug-Free Workplace

Attachment C – Scrutinized Companies List Certification



## ATTACHMENT A PRICE SHEET

### FDLE ITB 1935 Laboratory Gas

Prices shall include ALL charges for packaging, handling, freight, distribution, fuel, hazmat fees, surcharges, and inside delivery. Prices shall include all incidentals and associated costs required to comply with and satisfy all requirements referred to or included in this solicitation.

Gas	Grade	Cylinder Size	CGA Connection	Price per Cylinder
Helium - Ultra High Purity (UHP)	5.0	300	580	\$
Hydrogen – UHP	5.0	300	350	\$
Nitrogen – UHP	5.0	300	580	\$
Liquid Nitrogen	Industrial	180	OTH	\$
10% Methane Balance Argon P-10 Mix	Certified Standard Gas Mixture	200	350	\$
Air – Ultra Zero	Ultra-Zero	300	590	\$
Acetylene	Industrial	4	510	\$
Argon	Industrial	125	580	\$
25% Carbon Dioxide Balance Argon	Industrial Shielding Gas Mixture	125	580	\$
2.5% Carbon Dioxide, 7.5% Argon Balance Helium HBTriMIX	Gold Gas Mixture	125	580	\$
Oxygen	Industrial	125	540	\$
Compressed Air - Zero	Zero	300	590	\$

Sub Total #1: \$ \_\_\_\_\_

Cylinder Type	Daily Cylinder Rental Fee
Liquid Cylinder	\$
Specialty Gas Cylinder	\$
Welding Gas Cylinder	\$

Sub Total #2: \$ \_\_\_\_\_

**Grand Total (Sum of Sub Total #1 and #2): \$ \_\_\_\_\_**

**ATTACHMENT A  
PRICE SHEET**

**BY AFFIXING MY SIGNATURE ON THIS BID RESPONSE, I HEREBY STATE THAT I HAVE READ ALL THE BID TERMS, CONDITIONS, AND SPECIFICATIONS AND AGREE TO ALL TERMS AND CONDITIONS, PROVISIONS, AND SPECIFICATIONS; AND I CERTIFY THAT I WILL PROVIDE THE COMMODITIES AND SERVICES AS SPECIFIED IN THE BID.**

<b>Signature</b>	
<b>Name and Title (Print Please)</b>	
<b>Respondent Company Name</b>	
<b>Federal Employee Identification Number</b>	
<b>Respondent Physical Address</b>	
<b>City, State, Zip</b>	
<b>Primary Contact Name / Title</b>	
<b>Phone Number</b>	
<b>Email Address</b>	

**ATTACHMENT B  
CERTIFICATION OF DRUG-FREE WORKPLACE**

**FDLE ITB 1935 LABORATORY GAS**

**IDENTICAL TIE BIDS** - Preference will be given to businesses with drug-free workplace programs. Whenever two or more bid submissions which are equal with respect to price, quality, and services are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid submission received from a business that certifies that it has implemented a drug-free workplace program will be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied Vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business must:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties, that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid submission a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid submission, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section. As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Vendor's Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT C**  
**SCRUTINIZED COMPANIES LIST CERTIFICATION**

**FDLE ITB 1935 Laboratory Gas**

Vendor Name: \_\_\_\_\_

Vendor FEIN: \_\_\_\_\_

Vendor's Authorized Representative Name: \_\_\_\_\_

Vendor's Authorized Representative Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Pursuant to subsection 287.135 Florida Statutes, at the time a Vendor submits a Bid or before entering into a contract of any dollar amount, the Vendor or Contractor must certify that the company is not participating in a boycott of Israel, and that the company is not on the Scrutinized Companies that Boycott Israel List. For a contract where the value exceeds \$1 million, the Vendor or Contractor must certify that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or that it does not have business operations in Cuba or Syria.

As the person authorized to sign on behalf of Vendor, I hereby certify that the company identified above in the section entitled "Vendor Name" is not participating in a boycott of Israel, and is not on the Scrutinized Companies that Boycott Israel List. If the contract value will exceed \$1 million, I hereby further certify that the company identified above in the section entitled "Vendor Name" is not listed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria. I understand that pursuant to section 287.135, the submission of a false certification may subject company to termination of the contract, civil penalties, attorney's fees, and/or costs.

Certified By: \_\_\_\_\_

(Authorized Signature)

Print Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_