



STATE OF FLORIDA
DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES

May 22, 2018

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

Solicitation Number: **DHSMV ITB-047-18**

Title of Bid (items solicited): Rifles

Commodity Code(s): **46000000: Defense and Law enforcement and Security and Safety Equipment and supplies**
46101500: Firearms
46101502: Police or Security Shotguns
46101503: Military rifles
46182500: Personal Safety devices or weapons

Date and Time Bids are Due: **June 11, 2018, no later than 3:00 p.m., EST**



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 – Monthly MBE DV Report

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 2.4 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 2.4 CALENDAR OF EVENTS, and view the answers given in the formal “addenda” issued for the solicitation. Also see Section 2.6 ADDENDA.
- E. **Follow the format required in the Solicitation** when preparing your bid submittal. 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 bid submittal.
- 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 bid submittal and the requested copies must be identical and be complete. At least one copy must bear an original signature.
- I. **Submit your bid submittal 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 submittals are ***never*** accepted.

1.0 PURPOSE AND GENERAL OVERVIEW

1.1 PURPOSE

The Department of Highway Safety and Motor Vehicles (Department) is issuing this Invitation to Bid (ITB) to establish a contract with a Vendor for the procurement of Sig Sauer 516 rifles (hereinafter “units”), as more specifically described in Section 3.0 SCOPE OF SERVICES.

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. **Contractor:** The Bidder who is awarded a contract by the Department as a result of this solicitation.
- D. **Day:** A calendar day, unless otherwise specified.
- E. **Extensive Repair:** Any repair that costs more than 50% of the replacement value of the unit.
- F. **ITB:** Invitation to Bid.
- G. **Manufacturer:** An entity that makes a product or goods via a process typically involving raw materials, components, or assemblies, usually on a large scale, with different operations divided among different workers.
- H. **Number of Verbs or Nouns:** Throughout this solicitation, the singular may be read as the plural and the plural as the singular.
- I. **Packing:** Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases or other types of containers. All containers and packing shall become and remain Department property.
- J. **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 “signed” by the parties.)
- K. **Repaired:** Equipment returned to the Department by the contractor in fully operational condition.
- L. **State:** State shall be synonymous with the Department of Highway Safety and Motor Vehicles.

- M. **Subcontractor:** Any person, other than an employee of the Vendor, who performs any of the services listed in this solicitation for compensation paid by the Vendor. See solicitation to determine whether subcontracting is permitted.
- N. **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.)
- O. **Warranty:** A written statement that guarantees that an item will continue to perform and operate as designed and intended by the manufacturer for at least the entire period for which the warranty is in place. The warranty to be provided for any item purchased as a result of this ITB shall be a full and complete manufacturer’s repair and replacement warranty.

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:

Shelrine (Sherry) Berry
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
850-617-3187
SherryBerry@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 response.”

1.4 TERM

The original contract term shall be five (5) years from the date of issuance of the initial purchase order, unless terminated earlier by the Department under the terms provided herein, with the option to renew for a period of up to five (5) years.

The dates indicated on FORM 3 – PRICE SHEET are anticipated and should not be construed as the actual term dates of the purchase order.

Renewal may be structured as a single five (5) year term, five (5) one (1) year terms, or any combination totaling no more than five (5) 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.).

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 (i.e., Successful Bidder). The Department posts an ITB on the State of Florida 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 2.4 CALENDAR OF EVENTS. **Questions must reference DHSMV-ITB-047-18 in the subject line of the e-mail.**

Responses to questions will be posted on the VBS on or about the date referenced in Section 2.4 CALENDAR OF EVENTS. Also, see Section 2.6 ADDENDA.

Note: The Department reserves the right to respond to late-submitted questions if to do so is in the state's best interest (e.g., the question identifies inconsistent terms that could negatively impact service delivery or pricing).

2.3 BID OPENING

The Department will hold a public opening of the bids at the date, time and location indicated in Section 2.4 CALENDAR OF EVENTS.

2.4 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 submitting all required documentation by the dates and times indicated below (Eastern Standard Time). The Department will not consider late documents.

DATE	TIME	ACTIVITY
May 22, 2018		Solicitation issued.
May 30, 2018	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)
June 6, 2018		Anticipated date that responses to written inquiries and proposed changes, if required, will be posted on the VBS.
June 15, 2018	3:00 p.m.	Bids are due.

DATE	TIME	ACTIVITY
June 15, 2018	3:30 p.m.	Public Bid Opening Location Florida Department of Highway Safety and Motor Vehicles Bureau of Purchasing and Contracts 2900 Apalachee Parkway, MS 31 Tallahassee, Florida 32399
June 19, 2018		Anticipated date of posting of intent to award.
June 29, 2018		Anticipated contract start date.

2.5 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(3), 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.

2.6 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.

2.7 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 2.8 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.

2.8 MODIFICATION OR WITHDRAWAL OF BID

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

2.9 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)

2.10 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.

2.11 BID TENURE

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

2.12 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.

2.13 SOLICITATION CONFLICTS AND ORDER OF PRECEDENCE

All bids are subject to the terms and conditions 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 Vendor shall furnish and deliver Sig Sauer 516 Rifles units to the Department's Division of the Florida Highway Patrol (FHP) in accordance with the terms and conditions of this ITB. The Vendor shall be responsible for all shipping costs associated with shipping and delivery of the Sig Sauer 516 Rifle units. The Vendor shall be responsible for reading and understanding the specifications contained in the section for each unit and must comply with the specifications as written.

Note: Vendor must possess a valid Federal Firearms License which allows for the transfer of the firearms being purchased through this ITB. The Vendor must submit a valid copy of their current federal firearms license with their bid in accordance with the requirements in section 5.1 BID SUBMISSION CONTENTS.

3.2 TECHNICAL SPECIFICATIONS

A. Each Sig Sauer 516 Rifle unit provided pursuant to this ITB shall be a complete unit meeting the following specification requirements:

1. **10.5 INCH RIFLE SPECIFICATIONS:**

- a) **General:** Sig Sauer 516 piston gas operated shoulder fired rifle.
- b) **Receivers:**
 - (1) Upper:
 - a. Aluminum AR-15 A3 style (M1913 Rail flat top)
 - b. M-4 feed ramps
 - c. Forward assist
 - d. Brass deflector
 - e. Metal flip-up sights
 - f. A screw on flash hider 1/2 in. - 28 TPI
 - (2) Lower: Ambidextrous safety, bolt release and magazine release.
- c) **Operating system:** Gas Piston
- d) **Fire Controls:** Select fire semi and full automatic.
- e) **Caliber:** 5.56 NATO (capable of firing 223 Remington) Receivers may be stamped multi caliber.
- f) **Barrel:**
 - (1) 10.5-inch barrel
 - (2) Hammer forged
 - (3) Nitride finished or chrome lined
 - (4) 1:7 twist rifling
- g) **Stock:** 6 position telescopic stock.
- h) **Forend:** Quad rail
- i) **Light:** Streamlight Pro-Tac Mount 1.
- j) **Optic:** Sig Sauer Romeo4M
 - (1) NVG capable
 - (2) 50,000 hrs. run time on medium setting
 - (3) Scratch resistant coated lenses
 - (4) Dust covers for lenses
 - (5) Adjustable brightness
 - (6) Aluminum housing
 - (7) Capable of holding zero after battery change
 - (8) Auto turn off

2. **16 INCH CARBINE RIFLE SPECIFICATIONS:**

- a) **General:** Sig Sauer 516 piston gas operated shoulder fired rifle.
- b) **Receivers:**
 - (1) Upper:
 - a. Aluminum AR-15 A3 style (M1913 Rail flat top)
 - b. M-4 feed ramps
 - c. Forward assist
 - d. Brass deflector
 - e. Metal flip-up sights
 - f. A screw on flash hider 1/2 in. - 28 TPI
 - (2) Lower: Ambidextrous safety, bolt release and magazine release.
- c) **Operating system:** Gas Piston
- d) **Fire Controls:** Semi-auto only.
- e) **Caliber:** 5.56 NATO (capable of firing 223 Remington) Receivers may be stamped multi caliber.
- f) **Barrel:**
 - (1) 16-inch barrel
 - (2) Hammer forged
 - (3) Nitride finished or chrome lined
 - (4) 1:7 twist rifling
- g) **Stock:** 6 position telescopic stock.
- h) **Forend:** Quad rail.
- i) **Light:** Streamlight Pro-Tac Mount 1.

B. Discontinued/Unavailable Units

- 1. In the event the unit described in this ITB or added at any time to the purchase order, can no longer be provided for reasons beyond the Vendor's control (e.g., discontinued), the Vendor shall notify the Department's Contract Manager in writing as soon as the Vendor is notified of the supply issue by the Manufacturer (or distributor, if applicable). This notification shall include, but not be limited to:
 - a) Discontinued unit description, brand and item number;
 - b) Date the Vendor was notified by the Manufacturer of its discontinuance; and
 - c) Proposed alternate unit with description, brand and item number.

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

The Department's Contract Manager will review the information received and reply with his/her written approval or disapproval within five (5) working days. Written approval of the proposed alternate unit will have the same force and effect as amendment to the Contract.

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 Vendor shall invoice the Department at the lower price. If an equivalent is not available, the price for the added unit, shall be negotiated by the parties.
3. Alternative unit provided to the Department, without prior written approval by the Contract Manager are prohibited, will be rejected and returned at the Vendor's expense, and may be cause for termination of the Contract immediately and without notice.

C. Estimated Quantities

The Vendor shall provide the Department an estimated three hundred fifty (350) Sig Sauer 516 rifle units for the initial (first) year of the Contract (seventy-five (75) 10.5" Rifles and two hundred seventy-five (275) 16" Rifles).

Additional units will be purchased on an as-needed basis during the original contract term and any renewal or extension term, if applicable.

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. The Vendor should be prepared therefore, to provide increased or decreased numbers of items during any contract year.

D. Warranty

The Vendor shall provide an original limited lifetime manufacturer's warranty against defects in material, workmanship and mechanical function for each Sig Sauer 516 rifle unit. The manufacturer's warranty shall be in effect for the duration of the Department's ownership (from receipt of delivery by the Department) and shall be inclusive of all shipping costs related to repair or replacement of the defective Sig Sauer 516 Rifle unit. The manufacturer's warranty does not apply to normal wear and tear of any parts. The manufacturer's warranty is not transferable to any other person, company, or organization.

Defective units will be repaired, adjusted or replaced by the Vendor with the same or comparable quality components, at no additional cost to the Department, within thirty (30) days of receipt of the unit from the Department pursuant to the manufacturer's warranty. The Vendor shall provide written notice to the Department's Contract Manager upon receipt of a unit for repair or replacement.

The Vendor shall provide a "Warranty Claim" form to the Department's Contract Manager within five (5) days of purchase order issuance, if a particular form is required for the processing of the warranty claims.

If a defective Rifle unit is in need of extensive repair, as defined in Section 1.2, Definitions, the Vendor shall replace it with a new unit that includes the original manufacturer's warranty. If the repairs are not considered extensive, the Vendor shall repair the unit and not replace it. The repaired unit will remain under its original manufacturer's warranty.

The Vendor shall notify the Department's Contract Manager, in writing, within five (5) business days of receipt of the Rifle unit whether the Rifle unit will be repaired or replaced. The Department's Contract Manager will provide approval within one (1) business day. In the event the Contract Manager does not agree with the Vendor's decision, the Contract Manager will provide the reasons for disagreement in writing to the Vendor within five (5) business days. The parties will use best efforts to resolve the issue; however, if they are unable to agree, the Department will have final authority in the matter.

In the event that any component of the Sig Sauer 516 Rifle unit requires repair more than three (3) times while under warranty in any six (6) month period, due to no fault or negligence on the part of the Department, the Vendor must replace the Sig Sauer 516 Rifle unit with a new unit.

E. Training

The Vendor shall provide three (3) instructor-led, 8-hour Armorer Certification training sessions instructing Department staff on the mechanical functioning, maintenance, troubleshooting, and field repair of the Sig Sauer 516 Rifle. The training course is designed to provide training and extensive hands-on practice on the maintenance, inspection, service, and repair of the Sig 516 Rifle while preserving the factory warranty. Each training session will allow for approximately twenty (20) Troopers. The training sessions shall be conducted at the Florida Highway Patrol Training Academy, 75 College Drive, Havana, Florida 32333 and shall be delivered by the Vendor on mutually-agreeable dates, to occur within thirty (30) days of Department's written request (email acceptable). Upon successful completion of training, armorers will be factory-certified for a period of no less than three (3) years.

The Vendor shall allow the Department to reschedule and/or cancel a training session without penalty. The Department will provide the Vendor with at least ten (10) business days' notice of cancellation.

If the contract is renewed, the Department reserves the right to not utilize the Armorer Certification training sessions during the renewal contract term.

3.3 PACKING, SHIPPING AND DELIVERY

- A. The Vendor 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 Vendor must deliver all shipments in their entirety to the Florida Highway Patrol Training Academy, Attn: Frank Frink, Division Armorer, 75 College Drive Havana, Florida 32333. The first shipment must be delivered, and the Department invoiced, no later than **September 15, 2018**. All other shipments must be delivered within sixty (60) days of Department's written request (email acceptable), or as stated on the Purchase Order. The Vendor shall notify the Department's Contract Manager within five (5) days of the Department's written request (email acceptable) or delivery date stated on the Purchase Order, of any potential delays.
- C. 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 Vendor at the Vendor's expense for refund or replacement. Since it is impossible for the Department to inspect all items upon arrival, the Vendor shall afford a reasonable opportunity for inspection and returning of defective items.

- D. Deliveries shall be made between 8:30 a.m. and 4:00 p.m., Monday through Friday, excluding state holidays, unless otherwise stated on a purchase order.
- E. Inside warehouse door delivery is required for all shipments. The Vendor 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 Vendor accepts full responsibility for the rejected delivery, and timely redelivery, within five (5) working 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 Contract shall be made upon the basis of this statement.

3.5 MINORITY AND SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE REPORT

The Vendor shall provide to the Department a monthly Minority and Service-Disabled Veteran Business Enterprise Report (see subsection A., below). The monthly report shall summarize the participation of certified and non-certified minority and service-disabled veteran subcontractors/material suppliers performing any services related to the Contract for the current month.

- A. The Vendor shall complete and submit Exhibit I, Monthly Minority and 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 the following Department email address:

bpcreporting@flhsmv.gov

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

- B. Should the Vendor utilize subcontractors/material suppliers meeting the criteria in this section, but have nothing to report for the month (for whatever reason), the Vendor shall still send an e-mail to the address identified above stating that there is no information to report for the previous month.
- C. Should the Vendor not utilize subcontractors/material suppliers meeting the criteria in this section, the Vendor shall provide a letter to the email address noted above, on Vendor letterhead, indicating that this reporting requirement does not apply. If this changes, however, at any time during the contract term, the Vendor shall immediately implement the reporting requirements of this section.

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 or when agency mission requirements dictate. 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 or via change order, as applicable.

3.7 DEPARTMENT RESPONSIBILITIES

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

3.8 DELIVERABLES

The Vendor 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.

TABLE 1 DELIVERABLE SCHEDULE		
	Deliverable	Due Date
A.	Sig Sauer 10.5" 516 Rifle unit as described in Section 3.2 TECHNICAL SPECIFICATIONS.	Within sixty (60) days of Department request or as stated on Purchase Order.
B.	Sig Sauer 16" 516 Rifle unit as described in Section 3.2 TECHNICAL SPECIFICATIONS.	Within sixty (60) days of Department request or as stated on Purchase Order.
C.	Armorer Certification Training Sessions	Within thirty (30) days of Department request.

3.9 PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES

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

TABLE 1 PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES		
	Performance Standard Requirement	Liquidated Damages to be Imposed
A.	The Vendor shall furnish and deliver Sig Sauer 516 Rifle units as indicated in Section 3.2 TECHNICAL SPECIFICATIONS and 3.3 PACKING, SHIPPING AND DELIVERY.	Twenty dollars (\$20.00), per unit, for each day beyond the order due date until the complete unit is furnished and delivered to the Department.

B.	The Vendor shall provide repaired or replaced Sig Sauer 516 Rifle units as indicated in Section 3.2 TECHNICAL SPECIFICATIONS, subsection D., Warranty and 3.3 PACKING, SHIPPING AND DELIVERY.	Five dollars (\$50.00), per unit, for each day beyond the due date until provided to the Department.
C.	The Vendor shall deliver Armorer Certification Training sessions, as indicated in Section 3.2 TECHNICAL SPECIFICATIONS, subsection E., Training.	Fifty dollars (\$50.00) per day, for each day beyond the due date until provided to the Department.

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 Vendor has met each Performance Standard identified in Section 3.9 PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES. Monitoring shall include review of compliance with contract service delivery and review of all contract requirements. Vendor shall permit persons duly authorized by the Department to inspect any records, papers, documents, facilities, goods and services of the Vendor which are relevant to this Contract.

If the Department determines that the Vendor has failed to meet a Performance Standard, the Vendor will be sent a formal contract communication in accordance with Section 3.12 COMMUNICATIONS. When issues of non-compliance are identified, the Vendor shall, if requested by the Department, submit a written Corrective Action Plan (CAP) as indicated in Section 3.11 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)

- A. If the Department determines that the Vendor 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 Vendor of the compliance issue(s) in writing.
- B. Depending upon the nature of the deficiency(ies) noted, the Department will either indicate that the Vendor is out-of-compliance and the Department is assessing liquidated damages, or the Department may require the Vendor to respond by submitting a Corrective Action Plan (CAP) within a specified time frame.
- C. A CAP is an opportunity for the Vendor 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 Vendor 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 Vendor.
- D. 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 Vendor; 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.

- E. If the Contract Manager rejects the Vendor's CAP, the reasons for rejection shall be provided in writing to the Vendor 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 Vendor shall be deemed in breach of the contract and liquidated damages of one hundred dollars (\$100.00) per day shall be imposed for each day a satisfactory CAP is not submitted to the Department.
- F. The Vendor shall implement the CAP only after receiving written approval from the Department's Contract Manager or other designated Department personnel.
- G. If the Vendor 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 Vendor shall be in breach of the contract and shall be subject to liquidated damages.
- H. Except where otherwise specified, liquidated damages of one hundred dollars (\$100.00) per day will be imposed on the Vendor 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 Vendor'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 Vendor and the Vendor 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 Vendor and the Vendor shall verbally respond to the Contract Manager within forty-eight (48) hours.

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

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

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

3.13 COOPERATION WITH THE INSPECTOR GENERAL

The Vendor shall cooperate and ensure that its subcontractors, if any, cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing pursuant to section 20.055, Fla. Stat.

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) 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 are not applicable:

- A. Section 3. Electronic Submission of Responses
Bid submittals 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 8.4 RESULTANT PURCHASE ORDER DOCUMENTS AND ORDER OF PRECEDENCE.
- C. Section 5. Questions
Questions shall be submitted in accordance with Section 2.2 BIDDER QUESTIONS of this solicitation.

Special Instructions for this ITB are in the sections below starting with Section 4.2 BIDDER QUALIFICATION QUESTIONS and ending with Section 4.13 SUBCONTRACTS.

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 hereto and made a part of the ITB, which must be submitted with the bidder's bid submittal. An answer of "no" to any question may result in rejection of the bid.

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

4.3 MYFLORIDAMARKETPLACE TRANSACTION FEE

The Florida Department of Management Services (DMS) has instituted MyFloridaMarketPlace, a statewide eProcurement System. Pursuant to subsection 287.057(22), Fla. Stat., all payments shall be assessed a Transaction Fee (see, statutory section for fee amount), which the Vendor shall pay to the State, unless exempt pursuant to Rule 60A-1.031, Florida Administrative Code (F.A.C.).

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Vendor. If automatic deduction is not possible, the Vendor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

The Vendor shall receive a credit for any Transaction Fee paid by the Vendor for the purchase of any item(s) if such item(s) are returned to the Vendor through no fault, act, or omission of the Vendor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Vendor's failure to perform or comply with specifications or requirements of the agreement.

Failure to comply with these requirements shall constitute grounds for declaring the Vendor in default and recovering procurement costs from the Vendor in addition to all outstanding fees. VENDORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.

4.4 MYFLORIDAMARKETPLACE REGISTRATION

Each Bidder doing business with the State of Florida for the sale of commodities or contractual services as defined in section 287.012, Fla. Stat., shall register in MyFloridaMarketPlace, in compliance with Rule 60A-1.033, F.A.C.

Also, an agency must not enter into an agreement for the sale of commodities or contractual services, as defined in section 287.012, Fla. Stat., with any prospective vendor not registered in the MyFloridaMarketPlace system, unless exempted by rule. A vendor not currently registered in the MyFloridaMarketPlace system must do so within five (5) days after posting of intent to award. Information regarding the registration process is available, and registration may be completed, at the MyFloridaMarketPlace website (link available under BUSINESS at www.myflorida.com). Prospective Vendors who do not have internet access may request assistance from the MyFloridaMarketPlace Customer Service at 866-352-3776 or from the Division of State Purchasing, 4050 Esplanade Way65, Suite 300, Tallahassee, Florida 32399.

4.5 PREFERRED PRICING COMPLIANCE

In accordance with section 216.0113, Fla. Stat., the Vendor is required to submit, at least once during each year of the Contract, an Affidavit from an authorized representative of the Vendor attesting that the Vendor is in compliance with PUR 1000 General Contract Conditions, Section 4.(b), Best Pricing Offer. Vendor'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 Vendor 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 contract/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 AND PROHIBITED BUSINESS ACTIVITIES

Pursuant to paragraph 287.135(3)(b), Fla. Stat., the Department may immediately terminate any Contract for cause if the Vendor is found to have submitted a false certification under subsection 287.135(5), Fla. Stat., or if Vendor is placed on the Scrutinized Companies that Boycott Israel List; the Scrutinized Companies with Activities in Sudan List; or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or is engaged in business operations in Cuba or Syria 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 must include the cost of shipping, i.e., free on board (FOB) destination / inside delivery in their prices bid. The Department will not pay separate freight charges. (Also, see Section 3.3 PACKING, SHIPPING AND DELIVERY, and Section 627.319(1)(b), Fla. Stat.)

- E. The Department will not agree to caveat language for pricing within FORM 3 – PRICE SHEET. Bid submittals that include caveat language for pricing will be viewed as a conditional bid and the Department will reject the Bidders' bid submittal.

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 bid submittal to a condition of a bid requiring such information may be cause for rejection of the bid.

Bid submittals 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

No subcontracting will be permitted for the services identified in Section 3.0 SCOPE OF SERVICES.

5.0 BID SUBMISSION INSTRUCTIONS

5.1 BID SUBMISSION CONTENTS

Bids shall be prepared simply and economically, providing a straightforward, concise delineation of the Vendor'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.).

The entire bid packet with all forms and documents required shall be referred to as the Bidder's "bid submittal."

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
- Document establishing delegated authority if the individual signing and submitting a bid on the Bidder's behalf is someone other than one of the officer(s)/director(s) identified in the Department of State, Division of Corporations records at: <http://www.sunbiz.org>. (See, Section 4.6 FLORIDA DEPARTMENT OF STATE REGISTRATION.)
- A written letter from an attorney-at-law (if applicable, see Section 6.2 FLORIDA PREFERENCE).

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

FORM 1 – BIDDER CONTACT INFORMATION
FORM 2 – BIDDER QUALIFICATION QUESTIONS
FORM 3 – PRICE SHEET
DOCUMENT – Copy of federal firearms license
Signed Addendum(s) (if required)

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

5.2 BID SUBMISSION

The Bidder shall submit the following:

- 5.2.1** One original hardcopy version of the bid submittal (marked “Original Bid”), with one (1) copy.
- 5.2.2** One **REDACTED** hardcopy of the bid submittal (marked “Redacted Copy”), 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 SUBMITTAL

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 2.4 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

This subsection supplements Section 19 of the PUR 1001. If the 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, the Bidder must mark the document as “Confidential” and simultaneously provide the Department with a separate redacted copy of its bid submittal 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 bid submittal 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 the 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 bid submittal.
2. Submission of all mandatory information identified in Section 5.1 BID SUBMISSION CONTENTS.

- 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 submittal 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, or take any other action permitted by law, it will post its notice at the same VBS website.

6.4 IDENTICAL BIDS

- (1) When evaluating vendor responses to solicitations, if the agency is confronted with identical pricing or scoring from multiple vendors, the agency shall determine the order of award using the following criteria, in the order of preference listed below (from highest priority to lowest priority):
 - (a) The response is from a Florida-domiciled entity, as determined by the Department of State;
 - (b) If the response relates to manufactured commodities, the response provides for manufacturing such commodities within the state (in preference over any foreign manufacturer);
 - (c) If the response relates to manufactured commodities, the response provides for a foreign manufacturer that also has at least 200 employees working in the state (in preference over a foreign manufacturer with less than 200 employees working in the state); or
 - (d) The response certifies that a drug-free workplace has been implemented in accordance with Section 287.087, F.S.
- (2) Section 287.057(11), F.S., states that “if two equal responses to a solicitation or a request for quote are received and one response is from a certified minority business enterprise, the agency shall enter into a contract with the certified minority business enterprise.”
- (3) If subsections (1) and (2) fail to resolve the identical evaluations, the agency shall award the contract to the respondent whose response is deemed by the agency to be in the best interests of the State, considering factors such as prior performance on state contracts or other governmental contracts.
- (4) In the event that the application of subsections (1), (2), and (3) fails to resolve the identical evaluations, the agency shall determine the award by a means of random selection (e.g., a coin toss or drawing of numbers).

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 file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes.

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 bid submittal 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 VENDOR RESPONSIBILITY

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

8.4 RESULTANT PURCHASE ORDER DOCUMENTS AND ORDER OF PRECEDENCE

The terms and conditions that will govern any purchase resulting from this ITB will be set forth in documents issued by the Department. Depending upon the goods and/or services sought by this ITB, the Department may issue a formal contract document to be executed between the awarded vendor and the Department, which will be incorporated in and attached to a purchase order, or only a purchase order. The document(s) issued will set forth the entire understanding of the parties in regard to the subject matter contained herein. In the event any of these documents conflicts, the conflict will be resolved in the following order of precedence (first to last):

- A. The executed contract, which will incorporate ITB 047-18, Rifles, inclusive of its addenda, attachments, PUR 1001 General Instructions to Respondents, and PUR 1000 Contract Terms and Conditions;
- B. the purchase order, and its terms and conditions; and
- C. the Vendor's bid submission.

Items B., and C., above, are incorporated herein as if fully-stated.

8.5 CONTRACT MANAGEMENT

A. Department's Contract Manager

The Contract Manager for any purchase made as a result of this ITB will be:

Mr. Frank Frink, Division Armorer
Florida Highway Patrol Training Academy
75 College Drive, Suite 221-FHP
Havana, Florida 32333
(850) 558-4271

The Contract Manager will perform one (1) or more of the following functions depending upon whether a contract or purchase order is issued:

1. Maintain a Contract Management file;
2. Serve as the liaison between the Department and the Vendor;
3. If a contract was issued, timely request the Contract Administrator to process amendments, renewals and termination actions;
4. Submit and/or approve change order requests;
5. Monitor and evaluate the Vendor's performance during the contract term and Vendor's overall performance at the conclusion of the contract term;
6. Issue Corrective Action Plans and assess liquidated damages, if applicable, in accordance with the contract;
7. Verify receipt of deliverables;
8. Review, verify, and approve invoices, unless delegated to other staff; and
9. Maintain records regarding Vendor's performance to be placed on file that will be considered if the contract is subsequently used as a reference in future procurements.

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) 617-3203

The Contract Administrator will perform the following functions if a contract is issued as a result of this procurement:

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 Vendor provided by the Contract Manager for filing in the Contract Administration file.

Any changes in the information contained in this section will be provided to the other party in writing (e-mail acceptable) and a copy of the written notification shall be maintained in the Contract Manager's file and in the Contract Administration file.

8.6 INVOICES

The Vendor 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.

8.7 REQUIREMENTS OF CHAPTER 119, FLA. STAT. (PUBLIC RECORD LAW)

The Vendor, when acting on behalf of the Department, shall in addition to all other conditions of this Contract:

- A. Keep and maintain public records required by the Department to perform the service.
- B. Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost as set forth in the Department's Policy Number 9.03, Providing Records to the Public, which can be provided by the Department upon request, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term, and following completion of the Contract, if the Vendor does not transfer the records to the Department.
- D. Upon completion of the Contract, transfer, at no cost to the Department, all public records in possession of the Vendor or keep and maintain public records required by the Department to perform the service. If the Vendor transfers all public records to the Department upon completion of the Contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records or Contract Manager, in a format that is compatible with the information technology systems of the Department.
- E. Respond to inquiries from the Department's custodian of public records or Contract Manager, regarding public records requests by providing all information or records that the Department deems necessary to respond to such requests within three (3) working days of request from the Department's custodian of public records or Contract Manager.

Pursuant to subsection 119.0701(3), Fla. Stat., in the event the Vendor fails to comply with a public records request, the Department will enforce all Contract provisions related to public records requests by assessing the following:

First violation - \$100 penalty.

Second violation - \$250 penalty.

More than two (2) violations - \$500 penalty and/or possible Contract cancellation depending upon the nature of the violations.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLA. STAT., TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATED TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850) 617-3101, OGCFILING@FLHSMV.GOV, OFFICE OF GENERAL COUNSEL, 2900 APALACHEE PARKWAY, STE. A432, TALLAHASSEE, FL 32399-0504.

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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

1.	Does Bidder certify that the Bidder or person submitting the bid, including pricing, is authorized to respond to this ITB on Bidder's behalf?	Yes	No
2.	Does the Bidder understand that by submitting a bid submittal, the Bidder is deemed to have accepted all contract-related terms?	Yes	No
3.	Does the Bidder understand that submission of a bid does not, however, guarantee acceptance of the bid or issuance of a contract to the Bidder?	Yes	No
4.	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

Please complete and sign the below certification statement.

As the person authorized to sign this statement on behalf of the Bidder, I certify that the foregoing responses are true and correct. **(Please complete legibly.)**

Bidder's Representative:	_____		
Address:	_____		
City:	State:	Zip:	_____
Authorized Signature:	_____	Date:	_____
Title:	_____	Telephone:	_____

FORM 3 – PRICE SHEET (Page 1 of 2)

See Section 4.9 PRICE SHEET INSTRUCTIONS before completing price sheets.

ORIGINAL CONTRACT TERM					
PRODUCT NUMBER	DELIVERABLE	*ESTIMATED QUANTITY		UNIT PRICE	TOTAL
	Sig Sauer 10.5” 516 Rifle (Contract Year 1)	75	X	\$ _____ per unit	\$ _____
	Sig Sauer 16” 516 Rifle (Contract Year 1)	275	X	\$ _____ per unit	\$ _____
N/A	Armorer Certification Training Sessions (Contract Year 1)	60**	X	\$ _____ per person	\$ _____
	Sig Sauer 16” 516 Rifle (Contract Year 2)	275	X	\$ _____ per unit	\$ _____
	Sig Sauer 16” 516 Rifle (Contract Year 3)	275	X	\$ _____ per unit	\$ _____
	Sig Sauer 16” 516 Rifle (Contract Year 4)	275	X	\$ _____ per unit	\$ _____
	Sig Sauer 16” 516 Rifle (Contract Year 5)	275	X	\$ _____ per unit	\$ _____
ORIGINAL CONTRACT TERM – GRAND TOTAL					\$ _____

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FORM 3 – PRICE SHEET (Page 2 of 2)

***RENEWAL CONTRACT TERM					
PRODUCT NUMBER	DELIVERABLE	*ESTIMATED QUANTITY		UNIT PRICE (per item)	TOTAL
	Sig Sauer 16” 516 Rifle (Contract Year 6)	275	X	\$ _____ per unit	\$ _____
N/A	Armorer Certification Training Sessions (Contract Year 6)	60**	X	\$ _____ per person	\$ _____
	Sig Sauer 16” 516 Rifle (Contract Year 7)	275	X	\$ _____ per unit	\$ _____
	Sig Sauer 16” 516 Rifle (Contract Year 8)	275	X	\$ _____ per unit	\$ _____
	Sig Sauer 16” 516 Rifle (Contract Year 9)	275	X	\$ _____ per unit	\$ _____
	Sig Sauer 16” 516 Rifle (Contract 10)	275	X	\$ _____ per unit	\$ _____
RENEWAL CONTRACT TERM – GRAND TOTAL					\$ _____
GRAND TOTAL BID PRICE (Original and Renewal Contract Terms Combined)					\$ _____

The responsive and responsible Bidder with the lowest Grand Total Bid Price will receive the award.

Notes:

- 1) *Quantities are estimated and are not representative of guaranteed purchases to be made by the Department.
- 2) **Three (3) Armorer Certification Training Sessions consisting of twenty (20) Troopers per session.
- 3) ***The Department reserves the right to negotiate renewal pricing, upon renewal.

Please complete and sign the below bid price certification. Unsigned or incomplete forms will be rejected and will cause the bid to be rejected. Please complete legibly.

By signature below, I hereby certify that I am qualified to and do hereby bind the Bidder to the prices bid.

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