



STATE OF FLORIDA
DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES

August 20, 2019

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

Solicitation Number: **FLHSMV-ITB-065-19**

Title of Bid (items solicited): **Combat Application Tourniquet Holders**

Commodity Code(s): **41104104 Tourniquets
42192426 Medical Equipment Bag or Case Accessories
42192427 Paramedic or Emergency Medical Technician
EMT Cases or Bags**

Date and Time Bids are Due: **September 24, 2019 no later than 2:00 p.m., EST**

Department of Highway Safety and Motor Vehicles
Neil Kirkman Building
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 Department of Highway Safety and Motor Vehicles (FLHSMV) solicitations 24 hours a day, 7 days a week, visit the Vendor Bid System (VBS) at: http://www.myflorida.com/apps/vbs/vbs_main_menu

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

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Attachments:

- ATTACHMENT A CALENDAR OF EVENTS
- ATTACHMENT B SCOPE OF SERVICES
- ATTACHMENT C ADDITIONAL TERMS AND CONDITIONS
- ATTACHMENT D BIDDER INFORMATION FORM
- ATTACHMENT E PRICE SHEET
- ATTACHMENT F BIDDER QUALIFICATION QUESTIONS
- ATTACHMENT G CONTRACTOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LIST

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. Take advantage of the “question and answer” period.** Submit your questions to the Procurement Officer by the due date listed in the Calendar of Events, and view the answers given in the formal “addenda” issued for the solicitation. Also, please refer to any Addenda.
- D. 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.
- E. 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.
- F. 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.
- G. 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.
- H. 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. Allow additional time for handling by postal or shipping services. Regardless of submittal method utilized, late bids will not be opened and will be rejected. In addition, faxed or emailed bid submittals are not allowed and will not be 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 obtain competitive bids for the purchase and delivery of Combat Application Tourniquet Holders for use by the Florida Highway Patrol (FHP).

1.2 Definitions

- A. **Authorized Representative:** The owner, corporate officer, or director of the Contractor authorized to legally bind it in a contractual obligation. A document establishing delegated authority must be included with the bid submission, if signed by other than the Authorized Representative.
- B. **Bid:** All information and materials submitted by a Bidder in response to this solicitation.
- C. **Contract:** A formal written agreement that may be required to be executed by the successful bidder and the Department containing all terms and conditions applicable to any purchase to be made as a result of this ITB. The terms “contract” and “purchase order” are intended to be used interchangeably herein. (NOTE: Whether a contract is required in addition to issuance of a purchase order will depend upon the amount and nature of the purchase.)
- D. **Contractor:** The Bidder who is awarded a contract by the Department as a result of this solicitation.
- E. **Day:** A calendar day, unless otherwise specified.
- F. **ITB:** Invitation to Bid.
- G. **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, referenced in **ATTACHMENT C, ADDITIONAL TERMS AND CONDITIONS**. (Note: The terms “Purchase Order” and “Contract” are intended to be utilized interchangeably herein, although a purchase order is not “executed” by the parties.)
- H. **State:** State shall be synonymous with the Department of Highway Safety and Motor Vehicles.
- I. **Subcontractor:** Any person, other than an employee of the contractor, who performs any of the services listed in this solicitation for compensation paid by the Contractor. See solicitation to determine whether subcontracting is permitted.
- J. **Vendor:** Any firm or person who submits a bid to the Department in response to this solicitation. (NOTE: The terms “Bidder,” “Vendor” and “Contractor” may be utilized herein interchangeably.)

Also see links provided in **ATTACHMENT C, ADDITIONAL TERMS AND CONDITIONS** 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 regarding all procurement matters relating to this solicitation. All questions and requests for clarification are to be directed to:

Olyn Long
Bureau of Purchasing and Contracts
Florida Department of Highway Safety and Motor Vehicles
Neil Kirkman Building, Room B413, Mail Station 31
2900 Apalachee Parkway
Tallahassee, Florida 32399-0524
850-617-3183
OlynLong@flhsmv.gov

Subsection 287.057(23), F.S., 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 contract term shall be for a period of up to three (3) years from the date of contract execution or issuance of the purchase order, unless terminated earlier by the Department under the terms provided herein, with the option to renew for a period of up to three (3) years.

1.5 Renewals

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

1.6 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 **ATTACHMENT B, SCOPE OF SERVICES**;
- C. General Contract Conditions (PUR 1000); and
- D. General Instructions to Respondents (PUR 1001).

2.0 ITB Process Overview

2.1 General Overview

The Invitation to Bid (ITB), is a method of competitively soliciting a commodity or contractual service under paragraph 287.057(1)(a), F.S. 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 solicitation process.

2.2 Bidder Questions

Questions related to this ITB must be received in writing, via email, by the Procurement Officer listed in the Procurement Officer section above, within the time indicated in **ATTACHMENT A, CALENDAR OF EVENTS**. Questions must reference DHSMV-ITB-065-19 in the subject line of the e-mail.

Written answers to questions received by the Department will become part of this solicitation and will be posted on the VBS, through an addendum, on or about the date referenced in the Calendar of Events.

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 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

It is the responsibility of the Bidder to check the VBS for new or changing information.

2.4 Bid Opening

The Department will hold a public opening of the bids at the date, time and location indicated in the Calendar of Events.

2.5 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 subsection 2.6, Modification or Withdrawal of Bid, below.

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.

2.6 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.

2.7 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, subsection 2.8, Minority and Service-Disabled Veteran Business Enterprise Report, below.)

2.8 Minority and Service-Disabled Veteran Business Enterprise Report

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

2.9 Non-Exclusive Rights

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

2.10 Bid Tenure

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

2.11 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.

2.12 Cooperation with the Inspector General

The Contractor 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, F.S.

2.13 MyFloridaMarketPlace Transaction Fee

The Florida Department of Management Services (DMS) has instituted MyFloridaMarketPlace, a statewide eProcurement System. Pursuant to subsection 287.057(22), F.S., all payments shall be assessed a Transaction Fee (see, statutory section for fee amount), which each Contractor shall pay to the state of Florida, 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 Contractor. If automatic deduction is not possible, each Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, a Contractor certifies their correctness. All such reports and payments shall be subject to audit by the state or its designee.

Each Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor'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 Contractor in default and recovering procurement costs from the Contractor in addition to all outstanding fees. **CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.**

3.0 Bid Instructions

3.1 Price Sheet Instructions

The Bidder must submit a completed **ATTACHMENT E, PRICE SHEET**, to be considered for award.

- A. The Bidder shall provide a price(s) in each cell of the price sheet. 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, unless determined otherwise by the Department.

Price(s) will be final based on Department verification. Department-corrected price sheets will be made available upon written request to the Bidder as permitted by state law.

- D. Shipping

In accordance with subsection 672.319(1)(b), F.S., Bidders must include the cost of shipping in their prices. The Department will not pay any freight or shipping charges. Please refer to **ATTACHMENT B, SCOPE OF SERVICES**, section 5, Packing, Shipping and Delivery for more information.

- E. The Department will not agree to caveat language for pricing within **ATTACHMENT E, PRICE SHEET**. A bid submittal that includes caveat language for pricing will be viewed as a conditional bid and the Department will reject the Bidder's bid submittal. (See, also subsection 3.4, Non-Responsive Bids, Non-Responsible Bidders, below.)

3.2 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.

3.3 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.

3.4 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.

A bid that includes any qualifying language, conditions, caveat(s), or modification(s), or other language not meeting or changing the material requirements of the ITB, anywhere in the Bid will be viewed as a conditional bid and the Department will reject the Bid.

3.5 Subcontracts

The Contractor may, only with prior written consent of the Department, enter into written subcontracts for the provision of goods, as indicated in this ITB. Anticipated subcontract agreements known at the time of bid submission, and the amount of the subcontract, must be identified in the bid. If a subcontract has been identified at the time of bid submission, a copy of the proposed subcontract must be submitted.

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

4.0 Bid Submission Instructions

4.1 Bid Submission

The Bidder shall submit:

4.1.1 One (1) **original** hard copy version of the bid submittal (marked “Original Bid”), with one (1) copy and one **redacted** hard copy of the bid submittal (marked “Redacted Copy”), if applicable (see, subsection 4.4 Redacted Submissions, below).

4.1.2 An electronic copy of the original bid and of the redacted bid, if applicable. The electronic copies (one copy of each) shall be submitted on a USB thumb drive. The software used to produce the electronic files must be Microsoft Word 2010 and/or Excel 2010 or later. These electronic files must be logically named and easily mapped to the hard copy bid. The electronic media should be clearly labeled in the same manner as the hard copies. The **redacted** copy of the bid should be suitable for release to the public. Any confidential or trade secret information covered under section 812.081, F.S., should be either redacted or completely removed. The redacted bid shall be marked “REDACTED COPY” and must contain a transmittal letter authorizing release of the redacted version of the bid in the event the Department receives a public records request.

4.2 Delivery of Bid Submittal

All bids shall be submitted in sealed packages addressed to the Procurement Officer identified in subsection 1.3, Procurement Officer, and must be received by or before the date and time indicated in **ATTACHMENT A, CALENDAR OF EVENTS**. 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. This is a mandatory requirement.

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

PLEASE MARK PACKAGE(S) WITH: ITB 065-19 – OFFICIAL BID – DO NOT OPEN.

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

Offers by telegram, telephone, email, or facsimile will not be accepted.

Note: Electronic submissions via MyFloridaMarketPlace are not required and will not be accepted for this ITB. This takes precedence over PUR1001, General Instruction #3.

4.3 Bid Guarantee

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

4.4 Redacted Submissions

The following 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, F.S., 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, F.S., the Florida Constitution or other authority, to which documents that are marked as confidential are responsive, the Department will provide the Redacted Copy to the requestor. If 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.

4.5 Bid Submission Contents

Bids shall be prepared simply and economically, providing a straightforward, concise delineation of the contractor's capabilities to satisfy the requirements of this ITB. Elaborate responses with colored displays, and promotional material are not desired. The emphasis of each bid shall be on completeness and clarity of content. 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.

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

Mandatory attachments/documents to be completed, signed, and included with the bid:

- **ATTACHMENT D, BIDDER INFORMATION FORM;**
- **ATTACHMENT E, PRICE SHEET;**
- **ATTACHMENT F, BIDDER QUALIFICATION QUESTIONS;**
 - Bidders will complete, sign and submit **ATTACHMENT F BIDDER QUALIFICATION QUESTIONS** attached hereto and made a part of this ITB, with the bidder's bid submittal. Responses provided will not result in rejection of the bid. The Department reserves the right to verify the Bidder's status for any of the Bidder Qualification Questions.
- **A letter from the Manufacturer certifying vendor is an authorized dealer or reseller** of the product, as outlined in **ATTACHMENT B, SCOPE OF SERVICES**; and
- As applicable, **if out-of-state bidder, a written letter from an attorney-at-law** meeting the requirements in subsection 5.2, Florida Preference, below.

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.

4.6 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.

4.7 Contractor Responsibility

The Department will consider the Contractor to be the sole point-of-contact regarding contractual matters. The Contractor will assume sole responsibility for providing the products and/or services offered in its bid whether or not the Contractor is the manufacturer of said products or provider of such services or any component, thereof.

4.8 Additional Documents/Requirements

The following documents and/or requirements are to be completed upon notice of award and prior to contract execution:

4.8.1 Florida Department of State Registration

Pursuant to section 607.1501, F.S., out-of-state corporations are required to obtain a Florida Certificate of Authorization pursuant to subsection 607.1503(1), F.S., 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. Website: <https://dos.myflorida.com/sunbiz/>

4.8.2 Florida Substitute Form W-9 Process

Bidders **must** register and complete an electronic Substitute Form W-9. The Internal Revenue Service (IRS) receives and validates the information Bidders 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 Bidders, 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.

4.8.3 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, F.S., 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, F.S., with any prospective Contractor not registered in the MyFloridaMarketPlace system, unless exempted by rule. A Bidder not currently registered in the MyFloridaMarketPlace system must do so within five (5) days of notice of award. Information regarding the registration process is available, and registration may be completed, at the MyFloridaMarketPlace website link available under Vendors at: https://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace

Prospective Vendors who do not have internet access may request assistance from the MyFloridaMarketPlace Customer Service at 866-352-3776 or from the State Purchasing Office, 4050 Esplanade Drive, Suite 300, Tallahassee, Florida 32399.

4.8.4 Scrutinized Companies and Prohibited Business Activities

The Department may, at its option, terminate the Contract if the Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel. The Contractor must certify in writing, annually, using **ATTACHMENT G, CONTRACTOR'S CERTIFICATION REGARDING SCRUTINIZED COMPANIES LIST**, that its company is not engaging in a boycott of Israel, in accordance with section 287.135(5), F.S

5.0 Award Methodology

5.1 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. Note: Renewal term pricing is being considered for purposes of award only. This does not mean nor guarantee that the contract/purchase order will be renewed.
- B. 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.

5.2 Florida Preference

In accordance with section 287.084, F.S., a Vendor whose principal place of business is located outside of the state of Florida, **must accompany their Bid response documents** with a written letter from an attorney-at-law, licensed to practice law in the state where their principal place of business is located, describing the preferences granted by that state (if any) to its own business entities in the award of public POs/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 five percent (5%) price preference shall be awarded to Bidders whose principal place of business is within the state of Florida, 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.

A vendor may submit questions regarding this requirement during the prescribed question and answer period noted in the Calendar or Events.

5.3 Identical Bids

When evaluating Bidder responses to solicitations, if the agency is confronted with identical pricing from multiple Bidders, 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):

- 1) The response is from a Florida-domiciled entity, as determined by the Department of State.
- 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.”

In the event the application of subsections 1) and 2), above, fail to resolve the identical bids, the agency shall determine the award by a means of random selection (e.g., a coin toss or drawing of numbers).

5.4 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 Bidder or Bidders 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.

5.5 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.

**ATTACHMENT A
CALENDAR OF EVENTS**

The table below contains the Calendar of Events for this solicitation and indicates the dates and times governing all solicitation activities. 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 Time) or as modified in an addendum, as applicable. The Department will not consider late submittals.

DATE:	TIME:	ACTIVITY:
August 20, 2019		Solicitation issued.
August 27, 2019	3:00 p.m.	All questions and/or proposed changes to the solicitation must be submitted in writing to the Procurement Officer.
September 4, 2019		Anticipated date that responses to written inquiries and proposed changes, if required, will be posted on the VBS.
September 24, 2019	2:00 p.m.	Bids are due.
September 24, 2019	2:30 p.m.	Public Bid Opening <u>Location</u> Florida Department of Highway Safety and Motor Vehicles Bureau of Purchasing and Contracts 2900 Apalachee Parkway Tallahassee, Florida 32399
October 1, 2019		Anticipated date of posting of intent to award.
October 14, 2019		Anticipated contract start date.

**ATTACHMENT B
SCOPE OF SERVICES**

1.0 Background

The Contractor shall provide Combat Application Tourniquet Holders with Shirt Shield manufactured by Eleven10, Inc. (Item Number E10-3091B-BLK and E10-2020-BLK).

2.0 General Material Specifications and Standards

All Products¹ shall individually and jointly comply with the following:

- A. Products shall be designed, constructed, equipped, and assembled to be fully suitable for their intended use, purpose, and service;
- B. Products shall be new and unused, and of the latest design and construction;
- C. Products shall be free of damage or defect which may affect appearance, operability, functionality, or serviceability; and
- D. Products shall meet the requirements, specifications, terms, and conditions of this ITB.
- E. No Dealer's/Reseller's advertising or identification (name, logos, etc.) is permitted on the Products; however, the Manufacturer's advertising or identification (name, model, logos, etc.) is permitted on the Products if such advertising or identification is standard to the Product. The Dealer/Reseller shall be responsible for removing, without damage, all impermissible or unacceptable advertising or identification to the Department's satisfaction.

3.0 Product Specifications

The following table provides the estimated quantity of each Product the Department anticipates will be required for this purchase. Quantities shown are estimated only and may or may not represent actual purchases to be made under a contract.

TABLE 1 Product Specifications		
	DELIVERABLE	ESTIMATED QUANTITY
A.	Combat Application Tourniquet Holder Eleven10, Inc. (Item Number E10-3091B-BLK) Delivered in the time and manner specified in section 5.0.	2000
B.	Shirt Shield Eleven10, Inc. (Item Number E10-2020-BLK) Delivered in the time and manner specified in section 5.0.	2000

¹ Where used herein, "Product" or "Products" refers to the items sought by this ITB and to be provided/delivered to the Department by the prospective Contractor, should the Contractor be selected for award.

ATTACHMENT B SCOPE OF SERVICES

4.0 Material Compliance and Compatibility

It is the Contractor's responsibility to ensure that the products supplied are compliant with the requirements, specifications, terms, and conditions of, and incorporated in, this ITB and any Purchase Order issued by the Department. The acceptance of the Department's Purchase Order, which is deemed to occur upon issuance of the Purchase Order in the state's electronic e-procurement system, shall mean that the Contractor agrees to deliver only those materials that are fully compliant and compatible with this ITB's and the Purchase Order's requirements, specifications, terms, and conditions.

5.0 Packing, Shipping and Delivery

- A. The Department may place multiple purchase orders for varied quantities of products. Each purchase order may require delivery to a different Florida address. The estimated quantities in this ITB are a combined total for all locations.
- B. The Dealer/Reseller shall be responsible for properly packing shipments. The Dealer/Reseller must deliver all shipments in their entirety and fully assembled, as applicable, F.O.B. the place of destination to the facility located at the Florida address listed in the purchase order.
- C. Products ordered shall be delivered within sixty (60) calendar days of issuance of a purchase order. The Dealer/Reseller shall notify the Department's Contract Manager within five (5) days of purchase order issuance of any potential delays in shipment or delivery.
- D. Partial delivery (i.e., delivery of only part of the number of items ordered), will not be permitted unless specifically agreed to by the Department in advance in writing. Unauthorized partial deliveries will be subject to rejection and imposition of liquidated damages.
- E. Deliveries shall be made between 8:30 a.m. and 5:00 p.m., Monday through Friday, excluding state holidays, unless otherwise stated on the purchase order. If any shipment/delivery timeline falls on a weekend or state-approved holiday, the shipment/delivery shall be made on the immediately following business day.
- F. Department employees will not be responsible and may not be utilized for unloading shipments. The Department reserves the right to reject a delivery should inside gate delivery not be in accordance with these terms.
- G. The Department reserves the right to reject a delivery should delivery not be in accordance with these terms. The Contractor accepts full responsibility for the rejected delivery, and timely redelivery, within two (2) working days, in accordance with these terms.

6.0 Inspection and Acceptance

The Department will inspect the Products received for acceptability within thirty (30) calendar days of delivery.

ATTACHMENT B SCOPE OF SERVICES

Should any Product(s) delivered by the Dealer/Reseller be deemed by the Department to be defective, or non-compliant or not compatible with the requirements, specifications, terms, and conditions of this ITB or Purchase Order, the Department shall have the option of rejecting the item(s) or requiring the item(s) to be made non-defective, or compliant or compatible, within a reasonable time period as determined by the Department. Any changes necessary after the delivery of the Product(s) required to render the Product(s) non-defective, or compliant or compatible, are the sole responsibility of the Dealer/Reseller and shall be made at the Dealer/Reseller's sole expense, including transportation (pick-up and redelivery) costs.

The Parties agree that inspection and acceptance shall be the Department's responsibility and occur at the delivery location noted in section 5.0, Packing, Shipping and Delivery, above, or other designated location agreed upon by the parties.

Risk of loss or damage to all Products shall be the responsibility of the Dealer/Reseller until accepted by the Department. The Dealer/Reseller shall be responsible for filing, processing, and collecting all damage claims with any freight carrier(s) utilized. The Department shall assist the Dealer/Reseller by:

- Recording any evidence and supporting documents of visible damage on all copies of the delivering carrier's bill of lading;
- Reporting any known visible damage to the Dealer/Reseller;

Transportation and delivery of the Product does not constitute acceptance for the purposes of payment. Final acceptance and authorization of payment shall be given by the Department only after a thorough inspection indicates that the Product is undamaged and meets the purchase requirements, specifications, terms, and conditions of the ITB, as more fully-described above.

In the event any ordered Products and related components, regardless of configurations, are found by the Department to be damaged, missing, incorrect, defective, non-compatible, non-compliant, or differ in any respect from the ITB/Purchase Order requirements, specifications, terms, and/or conditions, prior to acceptance, payment shall be withheld until such time as the Dealer/Reseller completes the required Department-approved corrective action, which includes all remedies available by law and the following:

- Replace the Products and related components within the time frame established by the Department; or
- Credit the purchase price of the applicable Products and related components to the Department.

Should the Product require adjustments as part of the Department-approved corrective action(s), the Dealer/Reseller shall remedy the defect within a timeframe determined by the Department. The Product shall not be accepted until all adjustments are satisfactory and the Product is re-delivered in acceptable condition. The costs of any restocking, cancellation, shipping, delivery, or re-delivery due to an order error or as a result of damage are the responsibility of the Dealer/Reseller.

7.0 Recall(s)

At any time during the contract/purchase order term, if there is a recall of any of the products provided by the Contractor, the Contractor shall provide reasonable assistance to the Department

**ATTACHMENT B
SCOPE OF SERVICES**

in developing a recall strategy and shall cooperate with the Department in monitoring the recall operation and in preparing such reports as may be required. The Contractor shall immediately notify and provide copies to the Department of any communications, whether relating to recalls or to the condition or performance of the Product otherwise. The Contractor, at its own cost, shall ensure that recalled Products are rectified and replaced or destroyed in compliance with all applicable laws, rules or regulations, and the Department's instructions.

8.0 Deletions, Additions, and Modifications

Product deletions, additions, modifications, and substitutions will be made in accordance with **ATTACHMENT C, ADDITIONAL TERMS AND CONDITIONS.**

9.0 Deliverables

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

TABLE 1 DELIVERABLE SCHEDULE		
	DELIVERABLE	DUE DATE
A.	Combat Application Tourniquet Holder Eleven10, Inc. (Item Number E10-3091B-BLK)	Within 60 calendar days of issuance of a purchase order.
B.	Shirt Shield Eleven10, Inc. (Item Number E10-2020-BLK)	Within 60 calendar days of issuance of a purchase order.

10.0 Liquidated Damages

Except as otherwise stated, the Department may impose general liquidated damages of up to \$500 per day for each incident in which the Contractor has failed to perform as specified in this scope document and the Contract, not to exceed \$5,000 per month.

The Department may impose liquidated damages equal to one dollar (\$1) per day for each item not delivered in the time and manner specified in section 5.0.

The Department may impose liquidated damages equal to one hundred dollars (\$100) per day for failure by the Contractor to comply with a Department-issued corrective action plan in the time and manner specified, as provided in section 6.0.

**ATTACHMENT C
ADDITIONAL TERMS AND CONDITIONS**

This document sets forth additional terms and conditions that apply to the solicitation and any contract or purchase order issued as a result of the solicitation to which this document is attached.

1. General Contract Conditions (PUR 1000)

The PUR 1000 is incorporated by reference as if fully stated herein and is provided at the link below. The Contractor understands and acknowledges that all terms of the PUR 1000 not in conflict with the terms and conditions of the solicitation or stated herein, are made part of this Contract or purchase order.

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

2. General Instructions to Respondents (PUR 1001)

The General Instructions to Respondents, PUR 1001, is incorporated by reference as if fully stated herein and is provided at the link below. The Contractor understands and acknowledges that all terms of the PUR 1001 not in conflict with the terms and conditions of the solicitation or stated herein, are made part of this Contract or purchase order.

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

a. The following sections of the PUR 1001 are not applicable:

- i. Section 3. Electronic Submission of Responses
Bid submittals shall be submitted in accordance with the Bid Submission Instructions of the solicitation.
- ii. Section 5. Questions
Questions shall be submitted in accordance with the Bidder Questions section of the solicitation.

3. In the event any conflict exists between the General Contract Conditions or General Instructions to Respondents and the solicitation or Contract or purchase order, the latter documents shall prevail.

4. Travel Expenses

The Department will not be responsible for the payment of any travel expense for the Contractor.

5. Contractor's Expenses

The Contractor shall pay for all professional licenses, permits, and inspection fees or similar charges required for delivery of goods or services, and shall comply with all laws, ordinances, regulations, and any other requirements applicable to the work to be performed.

**ATTACHMENT C
ADDITIONAL TERMS AND CONDITIONS**

6. Audits and Records

The Contractor shall:

- a. Maintain books, records, and documents (including electronic storage media) pertinent to performance in accordance with generally accepted accounting procedures and practices and in a manner that sufficiently and properly reflects all revenues and expenditures of funds provided by the Department.
- b. Ensure that these records shall be subject at all reasonable times to inspection, review, or audit by state personnel and other personnel duly authorized by the Department, as well as by federal personnel, when required.
- c. 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, F.S.
- d. Maintain and file with the Department such progress, fiscal and other reports as the Department may require.
- e. Include each of the above-mentioned audit and record-keeping requirements in all approved subcontracts and assignments, if any.

7. Inspection of Records and Work Performed

The State and its authorized representatives shall, at all reasonable times, have the right to enter the Contractor's and subcontractor's (if applicable) premises or other places where work related to the delivery of goods or services to the Department is performed. All inspections and evaluations shall be performed in such a manner as not to unduly delay work.

The Contractor shall retain all financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the delivery of goods or services for a period of five (5) years after termination of the contract and any renewal term, if exercised, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings.

During any contract period, all records shall be available at the Contractor's office at all reasonable times. After the contract period and any renewal period, if exercised, and for five (5) years following, the records shall be available at the Contractor's chosen location subject to the approval of the Department. If the records need to be sent to the Department, the Contractor shall bear the expense of delivery.

Refusal by the Contractor to allow access to all records, documents, papers, letters, other materials, or on-site activities related to contract performance shall constitute a breach of the Contract. The right of the Department and its authorized representatives to perform inspections shall continue for as long as the Contractor is required to maintain records. The Contractor will be responsible for all storage fees associated with the records maintained.

**ATTACHMENT C
ADDITIONAL TERMS AND CONDITIONS**

8. Driver's Privacy Protection Act (DPPA)

The Contractor shall access, use and maintain the confidentiality of all information received under or related to the contract in accordance with Chapter 119, F.S., and the Driver's Privacy Protection Act of 1994 (DPPA), 18 United States Code, Section 2721, if DPPA is applicable to Contractor's delivery of goods or services to the Department. Information obtained shall only be disclosed to persons to whom disclosure is authorized under Florida law and federal law. Any person who willfully and knowingly violates any of the provisions of this section, or laws mentioned in this section, may be subject to penalties as provided in Sections 119.10 and 775.083, F.S. In addition, any person who knowingly discloses any information in violation of DPPA may be subject to criminal sanctions and civil liability.

If DPPA information is exchanged or otherwise received by Contractor under the contract, the Contractor agrees to the following:

- a. Such information will not be used for any unauthorized purposes. Unauthorized use includes, but is not limited to, queries not related to a legitimate business purpose, personal use, and the dissemination, sharing, copying or passing of this information to unauthorized persons.
- b. Information exchanged by electronic means will be stored in a place physically secure from access by unauthorized persons.
- c. Access to the information exchanged will be protected in such a way that unauthorized persons cannot review or retrieve the information.
- d. All personnel with access to the information will be instructed of, and acknowledge their understanding of, the confidential nature of the information. These acknowledgements must be maintained at all times in a current status by the Contractor.
- e. All personnel with access to the information will be instructed of, and acknowledge their understanding of, the criminal sanctions specified in state law for unauthorized use of the data. These acknowledgements must be maintained at all times in a current status by the Contractor.
- f. All access to the information must be monitored on an on-going basis by the Contractor. In addition, the Contractor must complete an annual audit to ensure proper and authorized use and dissemination.
- g. Procedures are or will be in place to ensure the confidentiality of the information exchanged will be maintained and all information will be accessed and utilized in accordance with the appropriate exceptions outlined in Exhibit ____, Driver's Privacy Protection Act Exception(s).

9. Insurance

The Contractor agrees that work related to the delivery of goods or services to the Department will not commence until Contractor has obtained all of the below-described types of insurance and proof-of-insurance has been submitted to and approved by the Department. Further,

ATTACHMENT C
ADDITIONAL TERMS AND CONDITIONS

Contractor agrees that it will not permit any subcontractor, as applicable, to commence work until the same or similar insurance required of the Contractor has been so obtained by the subcontractor and approved by the Department.

- a. All insurance policies shall be with insurers licensed or eligible to transact business in the state of Florida.
- b. The limits of coverage under any policy maintained by the Contractor shall not be interpreted as limiting the Contractor's contractual liability and obligations to the Department.
- c. The Contractor's current certificate of insurance policy(ies) shall contain a provision that the insurance will not be canceled for any reason except after thirty (30) days' written notice. The insurance company shall provide thirty (30) days' written notice of cancellation to the Department's Contract Manager, as well as to the Contractor.
- d. Contractor shall maintain for itself and any subcontractors, as applicable, the following insurance at its own expense during the entire contract term, including any renewals or extensions, thereof:

- i. Workers' Compensation Insurance

- Workers' Compensation Insurance shall cover all Contractor employees connected with the delivery of goods or services and, in case any work is sublet, the Contractor must require any subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Such insurance must comply fully with Chapter 440, F.S., entitled "Workers' Compensation Law." In case any class of employees engaged in hazardous work under the Contract at any site at which services or work is performed is not protected under the Workers' Compensation statute, the Contractor must provide, and cause each subcontractor to provide, adequate insurance, satisfactory to the Department, for the protection of employees not otherwise protected.

- ii. Public Liability and Property Damage Insurance

- Commercial insurance shall be of such a type and with such terms and limits as may be reasonably associated with the nature, extent, and scope of the Contract.

- e. Contractor shall be solely responsible for determining the adequacy and appropriateness of its insurance coverage. Failure to obtain or maintain appropriate insurance as required shall be considered a breach of contract.

- f. Loss Deductible Clause

- The Department shall be exempt from, and in no way be liable for, any sums of money, which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor (or subcontractor) providing such insurance.

**ATTACHMENT C
ADDITIONAL TERMS AND CONDITIONS**

10. Assignments and Subcontracts

Contractor shall not assign any contractual responsibility or obligation to another party nor subcontract any work without prior written approval of the Department. No such approval by the Department of any assignment or subcontract shall be deemed in any event or in any manner to provide for the incurrence of any obligation of the Department in addition to the total dollar amount agreed upon in the Contract. All such assignments or subcontracts shall be subject to the conditions of the Contract and to any conditions of approval that the Department deems necessary at the time.

The Department supports diversity in its Procurement Program and requests that all subcontracting opportunities afforded by the Contract enthusiastically embrace diversity. The award of subcontracts should reflect the full diversity of the citizens of the state of Florida. Contractors can contact the Office of Supplier Diversity at (850) 487-0915 for information on minority contractors who may be considered for subcontracting opportunities.

11. Employment

Contractor shall comply with Section 274A (e), of the Immigration and Nationality Act, 8 United States Code, Section 1324a. The Department shall consider the employment by any Contractor of unauthorized aliens a violation of this Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the Contract. The Contractor shall be responsible for including this provision in all contracts or subcontracts with private organizations related to the delivery of goods or services to the Department.

12. Work Authorization Program

The Immigration Reform and Control Act of 1986, S. 1200; Pub. L. 99-603; 100 Stat. 3359, prohibits employers from knowingly hiring illegal workers. The Contractor shall only employ individuals who may legally work in the United States – either U.S. citizens or foreign citizens who are authorized to work in the U.S. The Contractor shall use the U.S. Department of Homeland Security's E-Verify Employment Eligibility Verification system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all new employees hired by the Contractor during the contract term and shall also include a requirement in its subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor performing work or providing services related to the Contract.

13. Conflict of Interest

The Contractor shall not compensate in any manner, directly or indirectly, any officer, agent or employee of the Department for any act or service that he/she may do, or perform for, or on behalf of, any officer, agent, or employee of the Contractor. No officer, agent, or employee of the Department shall have any interest, directly or indirectly, in any contract or purchase made, or authorized to be made, by anyone for, or on behalf of, the Department.

**ATTACHMENT C
ADDITIONAL TERMS AND CONDITIONS**

14. No Third-Party Beneficiaries

All contractual documents are executed or issued (in the case of purchase orders) for the benefit of the named parties only. Except as otherwise expressly provided herein, neither the Contract, nor any amendment, addendum or exhibit attached thereto, nor term, provision or clause contained therein, shall be construed as being for the benefit of, or providing a benefit to, any party not a signatory thereto or expressly named therein.

15. Reservation of Rights

The Department reserves the exclusive right to make certain determinations regarding the specifications or service requirements outlined in the Contract. The absence of the Department setting forth a specific reservation of rights in a contractual document does not mean that any provision regarding the specifications to be met or services to be performed is subject to mutual agreement. The Department reserves the right to make all determinations exclusively that it deems are necessary to protect the best interests of the state of Florida.

16. Additions/Deletions/Substitutions

The Department reserves the right to add, delete, or substitute goods or services at prices submitted in response to the solicitation or the Contractor's current price at the time the goods or services are added, deleted, or substituted, whichever pricing is lower. Substitutions or additions of goods or services not offered within the Contractor's response to the solicitation shall be within the general scope of service delivery, at mutually agreed and stated prices, and accepted in writing by both parties, with terms and conditions specific to the added or substituted goods or services clearly stated.

17. Terms and Conditions

No other contractual terms and conditions shall apply except as stated in the solicitation or in the Contract, including any documents attached to a purchase order. In the event of a conflict, the Contract shall prevail including over the solicitation and any and all Contractor-issued documents, such as written responses, quotes, licensing agreements, order forms, or additional terms and conditions.

18. Termination and Cancellation

a. Termination at Will

The Department may terminate the Contract, in whole or in part, by thirty (30) days' written notice to the Contractor, if the Department determines in its sole discretion that it is in the State's best interest to do so. The Contractor must not furnish any products or services, as applicable, after it receives the notice of termination, except as necessary to complete any portion of the Contract not terminated, if any. The Contractor is not entitled to recover any cancellation charges or lost profits that may be imposed or occur because of termination.

b. Termination Because of Lack of Funds

In the event funds to finance the Contract become unavailable, the Department may terminate the Contract upon no less than twenty-four (24) hours' notice in

ATTACHMENT C
ADDITIONAL TERMS AND CONDITIONS

writing to the Contractor. Notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery. The Department shall be the final authority as to the availability of funds.

c. Cancellation by the Department

In addition to any other remedies that may be available by law, the Department may unilaterally cancel the Contract upon no less than twenty-four (24) hours' notice, if any one of the following events has occurred:

- i. **The Contractor has refused to allow public access to any document, paper, letter, or other material made or received by the Contractor in conjunction with the Contract, unless the records are exempt from Section 24(a) of Art. I of the State Constitution and subsection 119.07(1), F.S.:**
- ii. The Contractor knowingly employs unauthorized aliens in violation of the Immigration and Nationality Act, 8 United States Code, Section 1324a; or
- iii. The Contract has become the subject of a cause of action or challenge in any State or Federal Court or administrative forum.

In the event of cancellation under this subsection, notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery.

d. Termination for Cause

The Department may terminate the Contract if the Contractor fails to do any of the following: (1) deliver services or products as specified during the Contract term or any extension thereof; (2) maintain adequate progress in meeting any requirement under the Contract, thus endangering performance or success of the Contract; (3) honor any term of the Contract; (4) abide by any statutory, regulatory, or licensing requirement; or (5) if the Contractor is found to have submitted a false certification in regard to, or is placed on any of the lists referenced in, Section D., Scrutinized Companies – Termination by the Department, below. Rule 60A-1.006(3), Florida Administrative Code (F.A.C.), governs the procedure and consequences of default.

If the Contract is terminated for cause, the Contractor will continue all service delivery or work that was not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery or performance

**ATTACHMENT C
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schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties must be the same as if the termination had been issued for the convenience of the Department.

In addition, waiver of breach of any provision of the Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of the Contract.

The rights and remedies of the Department under this clause are in addition to any other rights and remedies provided by law or under the Contract, including as to damages.

e. Termination by Mutual Agreement

The parties may mutually agree to terminate the Contract or any part of the Contract on an agreed date prior to the end of the Contract term without penalty to either party. Any such termination shall be agreed upon in writing.

f. Contractor's Responsibilities Upon Termination or Cancellation

After receipt of notice of termination or cancellation, and except as otherwise specified by the Department or as otherwise stated in the Contract, the Contractor shall:

- i. Discontinue work under the Contract on the date, and to the extent specified, in the notice;
- ii. Place no further order(s) or subcontract(s) for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Contract that is not terminated or cancelled;
- iii. Complete performance of such part of the work that was not terminated or cancelled by the Department; and
- iv. Take such action as may be necessary, or as the Department may specify, to protect and preserve any property related to the Contract, which is in the possession of the Contractor(s) and in which the Department has or may acquire an interest.

Upon the effective date of termination or cancellation of the Contract, the Contractor must transfer, assign, and make available to the Department all property and materials belonging to the Department, all rights and claims to any and all reservations, contracts and arrangements with subcontractors, or others, and must make available to the Department all written information regarding the performance of the Contract. No extra compensation will be paid to the Contractor for its services in connection with such transfer or assignment. The Department concurrently with such transfer or assignment must assume the obligations of the Contractor, if any, on all non-cancelable contracts with third parties.

**ATTACHMENT C
ADDITIONAL TERMS AND CONDITIONS**

Upon termination of the Contract by the Department, the Contractor must be deemed to have released and relinquished to the Department any and all claims or rights it may otherwise have to common law or statutory copyright with respect to all or any part of material prepared or created by the Contractor in the course of its performance.

19. Requirements of Chapter 119, F.S. (Public Records Law)

The Contractor, when acting on behalf of the Department, shall in addition to all other conditions of the 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 Contractor 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 Contractor or keep and maintain public records required by the Department to perform the service. If the Contractor transfers all public records to the Department upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor 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), F.S., in the event the Contractor 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.

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IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATED TO THE 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.

20. Security and Fraud Prevention

If the Contract is for the provision of a solution that involves software systems, data, and/or installation of equipment, the Contractor shall identify and ensure optimal security protection for any electronic solution and related equipment installed in accordance with the Contract. The Contractor's system must be accessible via an approved method determined by the Department. All connectivity will require that approved access controls are enabled to ensure that a device, data, or function is accessible only by authorized users and processes. The Contractor shall coordinate with the Department's Enterprise Security Management Office to conduct vulnerability scanning and validate mitigation actions prior to placing any new or modified system or component in production. The method, tools, and processes utilized for vulnerability scanning must be pre-approved by the Department's Enterprise Security Management Office.

The Contractor shall certify that a cyber security program is in place within its organization and that sufficient, qualified security professionals are on-staff to ensure the following minimum requirements are met at all times during the contract term:

- a. A data protection and privacy policy is in place and updated, as required, that, at a minimum, complies with Rule 74-2, F.A.C. (Information Technology Security);
- b. A security policy for monitoring and detection of security events and fraud detection/prevention is established and updated, as required;
- c. Incident response capability is in place that notifies the Department of a breach, or suspected breach, including forensics evidence in the event of a data breach;
- d. Security protocols are established and updated, as required, for protection of backup media;
- e. A documented methodology for establishing and maintaining user access controls is in place and updated, as required; and
- f. The Contractor utilizes Advanced Encryption Standard (AES) encryption with an approved block length, as determined by the Department, to protect and secure data at rest and in transit.

In the event this section conflicts with a provision of the solicitation addressing Contractor system and security requirements, the provision providing the most comprehensive and best system and/or security protection for the state and the Department shall prevail.

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21. Civil Rights Requirements

The Contractor shall comply with all federal anti-discrimination laws, as applicable, which may include, but not be limited to Titles VI and VII of the Civil Rights Act of 1964, 42 U.S.C. 2000d and 2000e et seq., and the Americans with Disabilities Act, 42 U.S.C. 12101 et seq.

22. Discriminatory Vendors List

Pursuant to subsections 287.134(2) and (3), F.S., an entity or affiliate who has been placed on the state of Florida, Discriminatory Vendor List may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a vendor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the Discriminatory Vendor List and posts the list on its website. Questions regarding the Discriminatory Vendor List may be directed to the Florida Department of Management Services, Office of Supplier Diversity at (850) 487-0915.

23. Requirements of Section 287.058, F.S.

The Contractor agrees to comply with the following requirements of section 287.058, F.S.:

1. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
2. Where applicable, bills for any travel expenses shall be submitted in accordance with section 112.061, F.S. The Department may establish rates lower than the maximum provided in section 112.061, F.S.
3. All deliverables shall be directly related to the scope of services of this Contract and shall be in quantifiable, measurable, and verifiable units. Deliverables shall be provided as specified in the **Scope of Services** and shall be received and accepted in writing by the Contract Manager prior to payment.
4. The Contractor shall meet all criteria, as specified in the **Scope of Services**, and as stated herein, and the final dates by which such criteria must be met for completion of the Contract.

24. Patents, Royalties, Copyrights, Right to Data, and Works for Hire/Software

The Contractor shall comply with Patents, Royalties, Copyrights, Right to Data, and Works for Hire/Software requirements as follows:

1. The Contractor, without exception, shall indemnify and hold harmless the Department and its employees from liability of any nature or kind, including cost and expenses for or on account of any violation of any copyrighted, patented, or unattended invention, process, or article manufactured or supplied by the Contractor. The Contractor has

ATTACHMENT C
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no liability when such claim is solely and exclusively due to the combination, operation or use of any article supplied hereunder with equipment or data not supplied by the Contractor or is based solely and exclusively upon the Department's alteration of the article.

2. The Department shall provide prompt written notification of a claim of copyright or patent infringement and shall afford the Contractor full opportunity to defend the action and control the defense. Further, if such a claim is made or is pending, the Contractor may, at its option and expense procure for the Department the right to continue the use of, replace or modify the article to render it non-infringing (if none of the alternatives is reasonably available, the Department agrees to return the article on request to the Contractor and receive reimbursement, if any, as may be determined by the Department).
3. If the Contractor brings to the performance of this Contract a pre-existing patent or copyright, the Contractor shall retain all rights and entitlements to that pre-existing patent or copyright, unless this Contract provides otherwise.
4. If the Contractor uses any design, device, or materials covered by letter, patent, or copyright, it is mutually agreed and understood without exception that the proposed prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work. Prior to the initiation of services under this Contract, the Contractor shall disclose, in writing, all intellectual properties relevant to the performance of this Contract which the Contractor knows, or should know, could give rise to a patent or copyright. The Contractor shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists. The Department shall then have the right to all patents and copyrights which arise as a result of performance under this Contract as provided in this section.
5. If any discovery or invention arises or is developed in the course of, or as a result of, work or services performed under this Contract, or in any way connected herewith, the Contractor shall refer the discovery or invention to the Department for a determination whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of this Contract are hereby reserved to the State of Florida. All materials to which the Department is to have patent rights or copyrights shall be marked and dated by the Contractor in such a manner as to preserve and protect the legal rights of the Department.
6. Where activities supported by this Contract produce original writing, sound recordings, pictorial reproductions, drawings or other graphic representation and works of any similar nature, the Department has the right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Department to do so. If the materials so developed are subject to copyright, trademark, or patent, legal title and every right, interest, claim, or demand of any kind in and to any patent, trademark or copyright, or application for the same, shall vest in the State of Florida, Department of State for the exclusive use and benefit of the state. Pursuant to Section 286.021, F.S., no person, firm, corporation, including parties to this Contract shall be entitled to use the copyright, patent, or trademark without the prior written consent of the Florida Department of State.

**ATTACHMENT C
ADDITIONAL TERMS AND CONDITIONS**

7. The Department shall have unlimited rights to use, disclose, or duplicate, for any purpose whatsoever, all information and data developed, derived, documented, or furnished by the Contractor under this Contract.
8. The computer programs, materials and other information furnished by the Department to the Contractor hereunder shall be and remain the sole and exclusive property of the Department, free from any claim or right of retention by or on behalf of the Contractor. The services and products listed in this Contract shall become the property of the Department upon the Contractor's performance and delivery thereof. The Contractor hereby acknowledges that said computer programs, materials and other information provided by the Department to the Contractor hereunder, together with the products delivered and services performed by the Contractor hereunder, shall be and remain confidential and proprietary in nature to the extent provided by Chapter 119, F.S., and that the Contractor shall not disclose, publish or use same for any purpose other than the purposes provided in this Contract; however, upon the Contractor first demonstrating to the Department's satisfaction that such information, in part or in whole, (1) was already known to the Contractor prior to its receipt from the Department; (2) became known to the Contractor from a source other than the Department; or (3) has been disclosed by the Department to third parties without restriction, the Contractor shall be free to use and disclose same without restriction. Upon completion of the Contractor's performance or otherwise cancellation or termination of this Contract, the Contractor shall surrender and deliver to the Department, freely and voluntarily, all of the above-described information remaining in the Contractor's possession.
9. The Contractor warrants that all materials produced hereunder will be of original development by the Contractor and will be specifically developed for the fulfillment of this Contract and will not knowingly infringe upon or violate any patent, copyright, trade secret or other property right of any third party, and the Contractor shall indemnify and hold the Department harmless from and against any loss, cost, liability or expense arising out of any breach or claimed breach of this warranty.
10. The terms and conditions specified in this section shall also apply to any subcontract made under this Contract. The Contractor shall be responsible for informing the subcontractor of the provisions of this section and obtaining disclosures.

25. Department of State Licensing Requirements

All entities defined under Chapters 607, 617 or 620, F.S., seeking to do business with the Department, shall be on file and in good standing with the State of Florida, Department of State.

**ATTACHMENT D
BIDDER INFORMATION FORM**

Solicitation Number: FLHSMV-ITB-065-19 Combat Application Tourniquet Holders		
Please ensure the information provided in this form matches the MyFloridaMarketPlace ("MFMP") Vendor Registration account information: Florida Vendor Information Portal . DO NOT CHANGE THE FORMAT OF THIS FORM.		
BIDDER NAME:		
BIDDER FEID NO.:		
STREET ADDRESS:		
CITY, STATE and ZIP:		
INTERNET ADDRESS:		
TELEPHONE NO.:		
TOLL-FREE NO.:		
	Solicitation Contact Person	Contract Manager*
NAME:		
TITLE:		
STREET ADDRESS:		
CITY, STATE and ZIP:		
E-MAIL ADDRESS:		
TELEPHONE NO.:		
TOLL-FREE NO.:		
CELL PHONE NO.:		

*The individual who will be responsible for overall contract compliance on behalf of the Contractor.

ATTACHMENT E PRICE SHEET

Please complete each cell of the price sheet and sign the bid price certification. It is a mandatory requirement of this bid that each cell on the price sheet, including the Renewal Contract Term, must be completed for a bid to be considered responsive.

The prices submitted by the Bidder shall be firm and fixed.

Refer to Price Sheet Instructions section before completing this price sheet.

COLUMN A - PRODUCT DESCRIPTION	COLUMN B - INITIAL TERM UNIT COST		COLUMN C RENEWAL TERM UNIT COST		COLUMN D- AVERAGE UNIT COST (BOTH TERMS)		COLUMN E - ESTIMATED QUANTITY		COLUMN F - AVERAGED TOTAL COST
Combat Application Tourniquet Holder Eleven10, Inc. (Item Number E10-3091B-BLK)		+		÷ 2 =	\$0.00	X	2,000	=	\$0.00
	EACH		EACH		EACH				
Shirt Shield Eleven10, Inc. (Item Number E10-2020-BLK)		+		÷ 2 =	\$0.00	X	2,000	=	\$0.00
	EACH		EACH		EACH				
AVERAGED GRAND TOTAL BID PRICE (COLUMN F TOTALS ADDED TOGETHER):									\$0.00

“By signature below, I hereby certify that I am qualified to and do hereby bind the company named below to the prices on this price sheet.”

Bidder's Company Name:			
Address:			
City:	State:	Zip:	
Authorized Signature:			
Printed Name and Title:			
	Date:		
	Telephone:		

ATTACHMENT F BIDDER QUALIFICATION QUESTIONS

Please complete each Bidder Qualification Question below and sign the certification statement at the bottom of this form. Unsigned or incomplete forms will prevent a bidder from being considered responsive.

1.	Does the bidder certify that the Bidder or person submitting the bid, is authorized to respond to this ITB or respond on the Bidder's behalf?	Yes	No
2.	Does the Bidder understand that by submitting a bid, the Bidder is deemed to have accepted all terms and conditions in the ITB?	Yes	No
3.	Does the Bidder understand that submission of a bid does not guarantee award of a contract to the Bidder?	Yes	No
4.	Does the Bidder certify that its bid submission meets or exceeds all specifications for this ITB?	Yes	No
5.	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
6.	The Bidder certifies that its company has or will obtain Florida Department of State Registration, pursuant to section 607.1501, F.S., within seven (7) days of notice of award. Website: https://dos.myflorida.com/sunbiz/	Yes	No
7.	The Bidder certifies that its company is registered or will register in the MyFloridaMarketPlace system within ten (10) days of notice of award. Website: https://www.dms.myflorida.com/business_operations/state_purchasing/myflorida_marketplace	Yes	No

“As the person authorized to sign this statement on behalf of the Bidder, I certify that the foregoing responses are true and correct.”

Bidder's Name: _____	
Address: _____	
City: _____ State: _____ Zip: _____	
Authorized Signature: _____	Date: _____
Printed Name and Title: _____	Telephone: _____

ATTACHMENT G
CONTRACTOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

Contractor Name: _____	Contract #: _____
Contractor FEIN: _____	
Contractor's Authorized Representative Name: _____	
Contractor's Authorized Representative Title: _____	
Address: _____	
City: _____	State: _____ Zip: _____
Telephone Number: _____	
Email Address: _____	

Pursuant to subsection 287.135(5), F.S., a company must certify its compliance with the requirements of that statute at the time of submitting a bid or proposal for a contract or before a company enters into or renews a contract with an agency.

In accordance with subsection 287.135(5), F.S., please check the following certification statement that applies to the procurement and/or contract through which your company is seeking to conduct business with the agency (Department), based on the value of the procurement or contract.

For procurement/contract valued at less than \$1,000,000

I hereby certify that the company, of which I am a duly authorized representative, is not actively engaged in a boycott of Israel.

For procurement/contract valued at \$1,000,000 or more

I hereby certify that the company, of which I am a duly authorized representative, is in compliance with the requirements of subsection 287.135(5), F.S.

Certified By: _____,
who is authorized to sign on behalf of the above referenced company.
Printed Authorized Signature Name and Title: _____
