

**State of Florida  
Division of Emergency Management**



**Invitation to Bid #  
ITB-DEM-19-20-026  
WebEOC**

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. Any protest must be timely filed with the Division of Emergency Management's Agency Clerk: 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100.

Procurement Officer: Justin Payne  
Florida Division of Emergency Management  
2555 Shumard Oak Blvd.  
Tallahassee, FL 32399-2100  
Phone: (850) 815-4621  
Email: [justin.payne@em.myflorida.com](mailto:justin.payne@em.myflorida.com)

# Contents

1. Introduction .....	4
2. Heading and Section References .....	4
3. General Instructions to Respondents (PUR 1001) .....	4
4. Mandatory Requirements .....	4
5. Procurement Officer.....	5
6. Schedule of Events.....	5
7. Accessibility for Disabled Persons .....	5
8. Contact Provision.....	5
9. Special Accommodations .....	6
10. Solicitation Requests.....	6
11. Bidder Inquiries .....	6
12. Questions & Answers .....	6
13. Addenda.....	7
14. Protest of Invitation to Bid Specifications .....	7
15. Discussions .....	7
16. Bid Opening .....	7
17. MyFloridaMarketPlace.....	7
18. Florida Department of Financial Services (DFS) W-9 Initiative .....	8
19. Florida Accountability Contract Tracking System (FACTS).....	8
20. Authorized to Do Business in the State of Florida.....	8
21. Diversity Achievement.....	8
22. Bid Price Sheet .....	9
23. Vendor Generated Terms and Conditions.....	9
24. Redacted Bid Submission .....	9
25. Copyrighted Material .....	10
26. Cost of Preparing a Vendor Bid .....	10
27. Firm Response .....	10
28. Withdrawal of Bid .....	11
29. Legal Requirements .....	11
30. Less than Two (2) Responsive Bids.....	11
31. Clarification .....	11
32. Responsible Bidder .....	11

33.	Administrative Review .....	11
34.	Price Evaluation .....	12
35.	Scrutinized Companies List (Attachment F) .....	13
36.	Basis of Award .....	13
37.	Posting of Tabulations.....	13
38.	Reserved Rights.....	14
39.	General Contract Conditions (PUR 1000).....	14
40.	Cooperation with the Inspector General.....	14
41.	Federal Excluded Parties List .....	14
42.	Unauthorized Aliens .....	15
43.	Cooperative Purchasing.....	15
44.	Public Records .....	15
45.	Invoicing and Payment.....	16
46.	Appendix II to Part 200 Contract Provisions for Non-Federal Entity Contracts Under Federal Award 17	
47.	Bid Packaging and Submission Requirements .....	19
48.	Attachments .....	19

## **1. Introduction**

The State of Florida, Division of Emergency Management (hereinafter referred to as the “Division” or “FDEM”) is soliciting bids from qualified vendors to provide the software, maintenance and professional services as listed on Attachment C – Price Sheet, based upon Juvare’s WebEOC platform.

It is the intent of the FDEM to enter into a three (3) year Agency Term Contract (ATC) for the WebEOC products and services. FDEM intends to make a single award from this ITB and establish an ATC to allow FDEM and other governmental entities (per Section 287.012(14), FS) to order said products and services.

The Division anticipates that the period of performance will begin upon execution of a contract and be effective for three (3) years with three (3) one-year renewal options.

## **2. Heading and Section References**

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

## **3. General Instructions to Respondents (PUR 1001)**

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

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

The following paragraphs do not apply to this Invitation to Bid:

- Paragraph 3, Electronic Submission
- Paragraph 4, Terms and Conditions
- Paragraph 5, Questions

## **4. Mandatory Requirements**

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

## 5. Procurement Officer

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

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

**Justin Payne**  
**Florida Division of Emergency Management**  
**Telephone: (850) 815-4621**  
**Email: [justin.payne@em.myflorida.com](mailto:justin.payne@em.myflorida.com)**

## 6. Schedule of Events

Provided below is a list of critical dates and actions. These dates are subject to change. Notices of changes (addenda) will be posted on the Florida Vendor Bid System at [www.myflorida.com](http://www.myflorida.com) (click on "BUSINESS"), then click on "Doing Business with the State", under "Everything for Vendors and Customers", click on "Vendor Bid System (VBS)", then click on "Search Advertisements" under this bid number. It is the responsibility of all potential bidders to monitor this site for any changing information prior to submitting your bid. Times below are realized as standard Tallahassee, FL time.

DATE	TIME	ACTIVITY	LOCATION
4/1/2020	--	FDEM Posts Invitation to Bid Advertisement	Vendor Bid System
4/6/2020	5:00 PM	Submission Deadline for Vendor Written Questions to Procurement Officer	Procurement Officer: Justin Payne <a href="mailto:justin.payne@em.myflorida.com">justin.payne@em.myflorida.com</a>
4/8/2020	--	FDEM Posts Electronic Written Answers to Vendor Questions (Anticipated)	Vendor Bid System
4/16/2020	2:30 PM	Vendor Bids Due to FDEM	FDEM 2555 Shumard Oak Blvd. Tallahassee, Florida 32399-2100
4/16/2020	3:00 PM	Public Meeting / Opening of Bids	FDEM 2555 Shumard Oak Blvd. Tallahassee, Florida 32399-2100
4/20/2020	--	FDEM Posts Intent to Award	Vendor Bid System

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

## 7. Accessibility for Disabled Persons

Any person with a qualified disability shall not be denied equal access and effective communication regarding any ITB documents or attendance at any related meeting or ITB opening. If accommodations are needed because of a disability, please contact the Procurement Officer.

## 8. Contact Provision

As required by Section 287.057(23), Florida Statutes, the Division highlights the following provision:

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or office 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 submission.

## **9. Special Accommodations**

Any person with a qualified disability requiring special accommodations at a pre-bid conference, public meeting, and/or opening shall contact the contact person at the phone number, e-mail address or fax number provided on the title page at least five (5) working days prior to the event. If you are hearing or speech impaired, please contact this office by using the Florida Relay Services which can be reached at: 1 (800) 955-8771 (TDD).

## **10. Solicitation Requests**

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

## **11. Bidder Inquiries**

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

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

## **12. Questions & Answers**

Any questions arising from this invitation to Bid must be forwarded, in writing, to the Procurement Officer identified in Section 5. Questions must be received no later than the time and date reflected on the Schedule of Events. The Division's written response to written inquiries submitted timely by bidders will be posted on the Florida Vendor Bid System at: <http://www.myflorida.com/apps/vbs> no later than the time and date reflected in Section 6, Schedule of Events. To access the Vendor Bid System (click on "BUSINESS", then click on "Doing Business with the State", listed under "Everything for Vendors and Customers", click on "Vendor Bid System (VBS)", then click on "Search Advertisements"). It is the responsibility of all potential bidders to monitor this site for any changing information prior to submitting their bid.

### **13. Addenda**

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

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

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

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

### **14. Protest of Invitation to Bid Specifications**

Any person who is adversely affected by the contents of this Invitation to Bid must file a protest with: Florida Division of Emergency Management, Agency Clerk, 2555 Shumard Oak Blvd., Tallahassee, Florida 32399-2100

Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post 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.

### **15. Discussions**

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

### **16. Bid Opening**

The sealed bids will be opened by the Division's Procurement Office personnel at the date, time and location listed in the Schedule of Events. All bid openings are open to the public. The Division chooses not to announce vendor pricing at this bid opening. FDEM will only announce the list of vendors who submitted a bid.

### **17. MyFloridaMarketPlace**

Since July 1, 2003, State Agencies have been using the State of Florida's web-based electronic procurement system, MyFloridaMarketPlace. Bidders must be actively registered in the State of Florida's MyFloridaMarketPlace system by the date and time of the bid opening or they will be considered non-

responsive. All prospective bidders that are not registered should go to: <https://vendor.myfloridamarketplace.com/> to complete on-line registration, or call 1 (866) 352-3776 for assisted registration.

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

- 43232701 APPLICATION SERVER SOFTWARE
- 80101507 INFORMATION TECHNOLOGY CONSULTATION SERVICES
- 81112200 SOFTWARE MAINTENANCE AND SUPPORT

### **18. Florida Department of Financial Services (DFS) W-9 Initiative**

The Florida Department of Financial Services (DFS) requires all vendors that do business with the state to submit an electronic Substitute Form W-9. Vendors must submit their W-9 forms electronically at: <https://flivendor.myfloridacfo.com> to receive payments from the state. Contact the DFS Customer Service Desk at (850) 413-5519 or [FLW9@myfloridacfo.com](mailto:FLW9@myfloridacfo.com) with any questions.

### **19. Florida Accountability Contract Tracking System (FACTS)**

In 2011, the Florida Legislature amended Section 215.985, Florida Statutes, relating to the Transparency Florida Act. The statutory amendment requires the Department of Financial Services (“DFS”) to: provide public access to a state contract tracking system; identify the information that must be made available on the system; and, require Florida state governmental entities to update data in the system. On March 1, 2012, DFS implemented a centralized web-based contract reporting system to increase transparency and accountability in government contracting in Florida. The system, known as Florida Accountability Contract Tracking System or FACTS, displays grant and contract procurement information, expenditure data, audit information, and contract document images. The link to the DFS FACTS public website is: <https://facts.fldfs.com>. Any contract resulting from this solicitation will be included in the FACTS system.

### **20. Authorized to Do Business in the State of Florida**

In accordance with sections 607.1501, 605.0902, and 620.1902, Florida Statutes, foreign corporations, foreign limited liability companies, and foreign partnerships must be authorized to do business in the State of Florida. “Foreign Corporation” means a corporation for profit incorporated under laws other than the laws of this state. Such authorization should be obtained by the bid due date and time, but in any case, must be obtained prior to execution of the contract. For authorization, contact: Florida Department of State, Division of Corporations, Tallahassee, Florida 32399, (850) 245-6051. Online-filing is available at: <http://www.sunbiz.org>.

### **21. Diversity Achievement**

The Division encourages small, minority, women, and service-disabled veteran businesses to compete for Division contracts, both as “Vendor” and as subcontractors. The Division, its vendors, suppliers, and consultants should take all necessary and reasonable steps to ensure that small, minority, women, and service-disabled veteran businesses have the opportunity to compete for and perform contract work for the Division in a nondiscriminatory environment. Bidders are requested to indicate their intention regarding



MBE participation on the MBE Planned Utilization form and to submit the completed form with their Bid Sheet. The contract vendor will be asked to submit payment certification for MBE subcontractors used.

To request certification or to locate certified MBEs, call the Department of Management Services (DMS), Office of Supplier Diversity at (850) 487-0915, or access their MBE directory on the Internet at [www.osd.dms.state.fl.us/](http://www.osd.dms.state.fl.us/).

## **22. Bid Price Sheet**

The Bidder must submit pricing on Attachment C, Price Sheet. Vendor generated price sheets will not be accepted. Prices shall include ALL charges for travel, packaging, handling, freight, distribution and inside delivery. Prices shall include all incidentals and associated costs required to comply with and satisfy all requirements referred to or included in this solicitation.

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

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

## **23. Vendor Generated Terms and Conditions**

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

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

## **24. Redacted Bid Submission**

The following subsection supplements section 19 of the PUR 1001. If a Vendor considers any portion of the documents, data or records submitted in its Bid submission to this solicitation to be confidential, proprietary, trade secret or otherwise not subject to disclosure pursuant to chapter 119, Florida Statutes, the Florida Constitution or other authority, a Vendor must mark the document as "Confidential" and simultaneously provide the Division with a separate redacted copy of its Bid submission 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 Division's solicitation name, number and the Vendor's name on the cover and shall be clearly titled "Redacted Copy." The Redacted Copy should only redact those portions of material that the Vendor claims are confidential, proprietary, trade secret or otherwise not subject to disclosure pursuant to chapter 119, Florida Statutes, the Florida Constitution or other authority.

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

By submitting a Bid submission, the Vendor agrees to protect, defend and indemnify the Division for any and all claims arising from or relating to the Respondent's determination that the redacted portions of its Bid submission are confidential, proprietary, trade secret or otherwise not subject to disclosure.

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

## **25. Copyrighted Material**

Copyrighted material will be accepted as part of a bid only if accompanied by a waiver that will allow the Division to make paper and electronic copies necessary for the use of Division staff and agents. It is noted that copyrighted material is not exempt from the Public Records Law, Chapter 119, Florida Statutes. Therefore, such material will be subject to viewing by the public, but copies of the material will not be provided to the public.

## **26. Cost of Preparing a Vendor Bid**

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

## **27. Firm Response**

A Bidder's response to this ITB shall be considered as the Bidder's formal offer. The issuance of a Contract for the procurement of the commodity and/or service as specified in Attachment A, Scope of Work shall constitute the FDEM's written acceptance of the successful Bid and the Contract will be forwarded to the successful Bidder.

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

## **28. Withdrawal of Bid**

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

## **29. Legal Requirements**

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

## **30. Less than Two (2) Responsive Bids**

In the event that FDEM receives less than two (2) Responsive Bids, FDEM may negotiate the best terms and conditions.

## **31. Clarification**

Before award, the Division reserves the right to seek clarifications and to request any information deemed necessary for proper evaluation of bids from all bidders deemed eligible for Contract award. Failure to provide requested information may result in rejection of the bid.

## **32. Responsible Bidder**

In order to qualify as a responsible vendor as that term is defined by Section 287.012(25), Florida Statutes, a bidder must demonstrate the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.

## **33. Administrative Review**

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

### **A. Required Documents**

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

- Attachment B – Vendor Acknowledgement
- Attachment C – Price Sheet

- Attachment D – In State Preference Form
  - Attachment F – Scrutinized Companies List Certification
  - Any applicable Bid Addenda Acknowledgement form(s)
  - One (1) electronic copy of Bidder’s submission via Flash Drive (USB)
- B. Bids which do not meet all mandatory requirements of this solicitation, including the submission of all required information, will be rejected as non-responsive. A non-responsive Bid may include, but is not limited to, those which:
- Fail to utilize, complete, and/or submit the mandatory prescribed forms
  - Fail to meet all mandatory requirements
  - Include terms and conditions contrary to the requirements of this Bid
  - Do not contain original authorized signatures
  - Are not in conformance with the requirements and instructions contained herein

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

**34. Price Evaluation**

The FDEM will take the following steps upon opening Bids:

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

Pursuant to Section 287.057(11) F.S., if two (2) equal Bids are received and one Bid is from a Certified Minority Business Enterprise as defined in 288.703 F.S., the FDEM must contract with the Certified Minority Business Enterprise. Bidders must provide a copy of this certification in their Bid Response. Vendors may contact the DMS, Office of Supplier Diversity to obtain information, or visit the Florida Certified Business Enterprises webpage:

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

- **In-State Preference (Attachment D)**

Pursuant to the requirements of paragraph 287.084(1)(a), F.S., if the lowest responsible and responsive bid is by a vendor whose principal place of business is in a state or political subdivision thereof which grants a preference for the purchase of such personal property to a person whose principal place of business is in such state, the Department will award a preference to the lowest

responsible and responsive bidder having a principal place of business within Florida, which preference is equal to the preference granted by the state or political subdivision thereof in which the lowest responsible and responsive bidder has its principal place of business.

If the lowest bid is submitted by a bidder whose principal place of business is located outside the state, and that state does not grant a preference in competitive solicitation to vendors having a principal place of business in that state, the preference to the lowest responsible and responsive bidder having a principal place of business in this state will be five percent.

A vendor whose principal place of business is outside this state must accompany any written bid documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts

- **Certification of Drug Free-Workplace (Attachment E)**

To be considered for the drug-free workplace program preference, Bidders must provide certification that it has implemented a drug-free workplace program in accordance with 287.087 F.S. Submission of Attachment E is not required as a matter of bid responsiveness, but is a precondition of eligibility for this preference.

### **35. Scrutinized Companies List (Attachment F)**

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

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

**Bidders must include the completed Attachment F to evidence this certification with their Bid submission.**

### **36. Basis of Award**

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

### **37. Posting of Tabulations**

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

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

### **38. Reserved Rights**

FDEM reserves the right to:

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

### **39. General Contract Conditions (PUR 1000)**

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

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

The following sections of the PUR1000 are not applicable:

- Section 24. Force Majeure, Notice of Delay, and No Damages for Delay

### **40. Cooperation with the Inspector General**

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

### **41. Federal Excluded Parties List**

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

#### **42. Unauthorized Aliens**

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

#### **43. Cooperative Purchasing**

Pursuant to their own governing laws, and subject to the agreement of the Vendor, other Agencies or eligible users may be permitted to make purchases at the term and conditions contained herein. Non-FDEM purchases are independent of the agreement between FDEM and the Vendor, and FDEM shall not be party to any transaction between the Vendor and any other purchaser. As provided in Rule 60A-1045(5) Florida Administrative Code, other Florida State Agencies must obtain approval from the Department of Management Services to determine that the requestor's use of the contract is cost-effective and in the best interest of the State.

#### **44. Public Records**

If this Agreement involves a contract for services, and if the Contractor is acting on behalf of the Division, then the Contractor shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Agreement. In accordance with Section 119.0701(2), Florida Statutes, the contractor must:

- A. Keep and maintain public records required by the public agency to perform the service.
- B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter 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 public agency.
- D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency 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 public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

As required by Section 119.0701(2)(a), Florida Statutes, the Division includes the following statement in at least 14-point boldfaced type:

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: FLORIDA DIVISION OF EMERGENCY MANAGEMENT, PUBLIC RECORDS OFFICER, (850) 815-4156, 2555 SHUMARD OAK BLVD., TALLAHASSEE, FL 32399.**

Pursuant to Section 287.058(1)(c), Florida Statutes, the Division may unilaterally cancel a contract if the vendor refuses to allow public access to all non-exempt documents, papers, letters, or other material made or received by the contractor in conjunction with the contract.

**45. Invoicing and Payment**

Upon delivery or completion of services to the FDEM, the Vendor will submit an itemized invoice for payment. Invoices must, at a minimum, include the following information:

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

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

Vendor invoices shall be submitted to:

The Florida Division of Emergency Management  
Finance & Administration  
2555 Shumard Oak Blvd.  
Tallahassee, Florida 32399-2100  
Email: [invoice@em.myflorida.com](mailto:invoice@em.myflorida.com)

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



#### **46. Appendix II to Part 200 Contract Provisions for Non-Federal Entity Contracts Under Federal Award**

If the Division allocates federal funding for any or part of any purchase, the following terms and conditions apply:

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- A. Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- B. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.
- C. Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of “federally assisted construction contract” in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with [Executive Order 11246](#), “Equal Employment Opportunity” ( [30 FR 12319](#), 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by [Executive Order 11375](#), “Amending [Executive Order 11246](#) Relating to Equal Employment Opportunity,” and implementing regulations at [41 CFR part 60](#), “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- D. Davis-Bacon Act, as amended ( [40 U.S.C. 3141- 3148](#)). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ( [40 U.S.C. 3141- 3144](#)) as supplemented by Department of Labor regulations ( [29 CFR Part 5](#), “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act ( [40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ( [29 CFR Part 3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- E. Contract Work Hours and Safety Standards Act ( [40 U.S.C. 3701- 3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ( [29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- F. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under [37 CFR § 401.2](#) (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- G. Clean Air Act ( [42 U.S.C. 7401- 7671q](#).) and the Federal Water Pollution Control Act ( [33 U.S.C. 1251- 1387](#)), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ( [42 U.S.C. 7401- 7671q](#)) and the Federal Water Pollution Control Act as amended ( [33 U.S.C. 1251- 1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- H. Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 ( [3 CFR part 1986](#) Comp., p. 189) and 12689 ( [3 CFR part 1989](#) Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than [Executive Order 12549](#).
- I. Byrd Anti-Lobbying Amendment ( [31 U.S.C. 1352](#)) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

J. See § 200.322 Procurement of recovered materials.

#### **47. Bid Packaging and Submission Requirements**

Bids must be submitted in a sealed envelope/container. Bids must be submitted by U.S. Mail, United Parcel Service (UPS), Federal Express (FedEx), private courier, or hand delivery. Electronic submission or facsimile transmission of a Bid is **NOT** authorized and will **NOT** be accepted.

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

**RESPONDING BIDDER NAME**  
**SOLICITATION NUMBER: ITB-DEM-19-20-026**  
**TITLE: WEBEOC**  
**BID OPENING: April 16, 2020 at 3:00 PM**

The FDEM mailing / physical address is:

**The Florida Division of Emergency Management**  
**c/o Justin Payne**  
**2555 Shumard Oak Blvd.**  
**Tallahassee, Florida 32399-2100**

**BIDS RECEIVED AFTER THE EXACT TIME/DATE SPECIFIED IN SECTION 6 WILL NOT BE CONSIDERED.**

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

#### **48. Attachments**

Attachment A – Scope of Work  
Attachment B – Vendor Acknowledgement  
Attachment C – Price Sheet  
Attachment D – in-State Preference Form  
Attachment E – Certification of Drug-Free Workplace  
Attachment F – Scrutinized Companies List Certification