



**FLORIDA DEPARTMENT OF LAW ENFORCEMENT
INVITATION TO BID**
Acknowledgement Form

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| Page 1 of 14 pages | SUBMIT REPLY TO: Florida Department of Law Enforcement Office of General Services Telephone Number: (850) 410-7300 |
| Agency Release Date: Tuesday, November 12, 2019 | Solicitation Title: Ephesoft Technical / Maintenance Support Services - REBID |
| Solicitation Number: FDLE ITB 2025 | Bid responses shall be binding until execution of a Contract with the successful Bidder. |
| Bids are Due: Thursday, November 21, 2019 | **Bidder Name: |
| **If a fictitious name is used, include registered name (i.e. XYZ, Inc. DBA ABC) | |
| Bidder Mailing Address: | *Authorized Signature (Manual) |
| City, State, Zip: | |
| Phone Number: | *Authorized Signature (Type), Title |
| Toll Free Number: | *This individual must have the authority to legally bind the Bidder to a contractual obligation. By submission of a signature on the response, the Bidder certifies that they comply with all terms and conditions contained herein. |
| Fax Number: | |
| Email Address: | |
| FEID Number: | |
| Type of Business Entity (Corporation, LLC, partnership, etc.): | |
| BIDDER CONTACTS: Provide the name, title, address, telephone number, and email address of the official contact and an alternate, if available. These individuals shall be available to be contacted by telephone or attend meetings as may be appropriate regarding the solicitation schedule. | |
| PRIMARY CONTACT: | SECONDARY CONTACT: |
| Contact Name, Title: | Contact Name, Title: |
| Address: | Address: |
| Phone Number: | Phone Number: |
| Fax Number: | Fax Number: |
| Email Address: | Email Address: |

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SECTION 1 – INTRODUCTORY SECTION

The State of Florida, Department of Law Enforcement, hereinafter called the FDLE, Department, Agency, State, Customer or Purchaser, issues this invitation to receive competitive sealed bids for Ephesoft Technical / Maintenance Support Services. This Invitation to Bid (ITB) and all activities leading toward the anticipated issuance of a Contract pursuant to this ITB, are conducted pursuant to Chapters 943 and 287 Florida Statutes, and Rule 60A-1 Florida Administrative Code.

1.1. AGENCY INTENT

It is the intent of the FDLE to obtain competitive sealed bids from qualified vendors to enter into a Contract Fixed Rate Agreement for Ephesoft Technical / Maintenance Support Services. FDLE intends to make a single award from this ITB and establish a Contract Fixed Rate Agreement with the intent to issue a two-party contract against the Agreement. The Contract Fixed Rate Agreement will have a term of three (3) years, with an option for three (3), one (1) year renewals.

1.2. HEADING AND SECTION REFERENCES

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

1.3. GENERAL INSTRUCTIONS TO RESPONDENTS (PUR 1001)

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

https://www.dms.myflorida.com/content/download/2934/11780/PUR_1001_General_Instructions_to_Respondents.pdf

1.4. MANDATORY REQUIREMENTS

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

1.5. PROCUREMENT OFFICER

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

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

Kimberly Bowling
Florida Department of Law Enforcement
Office of General Services
Telephone: (850) 410-7300
Email: FDLEOGSContracts@fdle.state.fl.us

Florida Statute (F.S.) Section 287.057(23) requires that respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

1.6. SCHEDULE OF EVENTS / TIMELINE

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

| DATE | TIME | ACTIVITY | LOCATION |
|------------|---------|---|---|
| 11/12/2019 | --:-- | FDLE Posts Invitation to Bid Advertisement | Vendor Bid System |
| 11/15/2019 | 5:00 PM | Submission Deadline for Vendor Written Questions to Procurement Officer | FDLE Office of General Services FDLEOGSContracts@fdle.state.fl.us |
| 11/19/2019 | --:-- | FDLE Posts Electronic Written Answers to Vendor Questions (Anticipated) | Vendor Bid System |
| 11/26/2019 | 2:30 PM | Vendor Bids Due to FDLE | FDLE Office of General Services |
| 11/26/2019 | 3:00 PM | Public Meeting Opening of Bids | FDLE Headquarters 2331 Phillips Road Tallahassee, Florida 32308 |

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

1.7. ACCESSIBILITY FOR DISABLED PERSONS

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

SECTION 2 – SCOPE OF WORK

2.1. EPHESOFT TECHNICAL / MAINTENANCE SUPPORT SERVICES

Vendors are to bid a fixed discount rate (see Attachment A) to be applied against any and all Ephesoft Technical Support Services and/or Maintenance Support Services to include telephone technical support, Ephesoft platinum support for systems and any other support services available from Ephesoft for software license. No 'like' or 'similar' products will be accepted.

The Technical Support Services and/or Maintenance Support Services must be compliant with Ephesoft Terms and Conditions. The software maintenance and support shall be 24 hours/7 days per week in accordance with the Ephesoft Support Services Addendum.

All Ephesoft Technical Support Services and/or Maintenance Support Services will be invoiced and paid quarterly in arrears.

2.2. BACKGROUND

Current Environment

The Agency has acquired various Ephesoft Enterprise Platinum Perpetual licenses over time to support its mission. Ephesoft Perpetual Licenses currently in use are:

- i. Production environment: Quantity 2 Ephesoft Enterprise Platinum Perpetual licenses: 4 core Part number LIC-EP-4
- ii. Test environment: Quantity 2 Ephesoft Enterprise Platinum Perpetual licenses: 4 core Part number LIC-TEST-EP
- iii. Development environment: Quantity 1 Ephesoft Platinum Perpetual license: 4 core Part number LIC-TEST-EP

2.3. GENERAL ASSUMPTIONS

The Vendor agrees that the services to be performed and associated costs are based on the following assumptions:

- A. Ephesoft acknowledges that FDLE's hardware environment is clustered and consists of 8 cores in Dev, 16 cores in Test, and 16 cores in Production.
- B. Ephesoft acknowledges that FDLE has the right to utilize 4 cores in Dev, 12 cores in Test, and 12 cores in Production.
- C. Ephesoft acknowledges that FDLE will not be required to purchase additional cores of licensing unless FDLE begins to process at the levels of 12 cores.
- D. Ephesoft and FDLE acknowledge that FDLE will only pay maintenance on 4 cores in Development, 8 cores in Test, and 8 cores in Production until FDLE provides further notice to Ephesoft.
- E. FDLE acknowledges that if FDLE reaches the processing level of 12 cores in Test and 12 cores in Production, FDLE will revisit maintenance costs at the next Contract renewal.

2.4. OPTIONAL PRODUCTS AND SERVICES

Vendors may, but are not required to, bid a fixed discount rate (see Attachment A) to be applied against the following subsections:

- A. Ephesoft Professional Services – Block of hours up to 40 each year of Professional services. All services will be rendered on a time and materials basis and invoiced separately. Time and materials shall be billed by actuals. All Services performed under this SOW will be conducted remotely. Weekly Status Reports will be provided identifying completed tasks and work output for the previous week. Weekly Status Reports will require review and sign off as proof of delivery. FDLE will be invoiced against these reports.

SECTION 3 – INVITATION TO BID PROCESS

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

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

3.1. SPECIAL CONDITIONS AND INSTRUCTIONS

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

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

3.2. SOLICITATION REQUESTS

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

3.3. BIDDER INQUIRIES

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

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

3.4. ADDENDA

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

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

http://www.myflorida.com/apps/vbs/vbs_main_menu

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

3.5. DISCUSSIONS

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

3.6. MYFLORIDAMARKETPLACE (MFMP) REGISTRATION

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

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

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

- 81112200 Software maintenance and support

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

The Florida Department of Financial Services (DFS) must have the correct Taxpayer Identification Number (TIN) and other related information (i.e. Social Security number) to report accurate tax information to the Internal Revenue service and determine if a vendor should receive a form 1099. A completed Substitute form W-9 is required for any entity to receive

payment from the State of Florida. Vendors must submit their W-9 forms electronically at the DFS website: <https://flvendor.myfloridacfo.com/>

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

3.8. BID PRICE SHEET

The Bidder must submit fixed discount rates on Attachment A. Vendor generated price sheets will not be accepted. Fixed discount rates shall include **ALL** charges for packaging, handling, freight, distribution and inside delivery. Fixed discount rates 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 fixed discount rate for all specifications and considerations in response to this ITB, as outlined herein. Bidders will be strictly held to the fixed discount rates of their Bid. The contents of this ITB and vendor Bid submission will become contractual obligations, if Contract is issued.

3.9. BID PACKAGING AND SUBMISSION REQUIREMENTS

Bids (two (2) hard copies and one (1) thumb drive copy) must be submitted in a sealed envelope/container. Bids must be submitted by U.S. Mail, United Parcel Service (UPS), Federal Express (FedEx), private courier, or hand delivery. Electronic submission or facsimile transmission of a Bid is not authorized and will not be accepted. Bidders are cautioned that shipped Bids will be routed to the Department's Mail Processing Center in an off-site facility which may cause delays in delivery and receipt by the Office of General Services. Bidders choosing to mail Bids must take this into consideration and allow sufficient time to ensure timely delivery and receipt. The FDLE mailing address is:

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

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

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

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

RESPONDING BIDDER NAME
SOLICITATION NUMBER: FDLE ITB 2025
TITLE: EPHEMICAL / MAINTENANCE SUPPORT SERVICES - REBID
BID OPENING: NOVEMBER 26, 2019/ 3:00PM

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

FAILURE TO INCLUDE ANY INFORMATION OR DOCUMENTATION REQUESTED WITHIN THIS ITB AT THE TIME OF SUBMISSION, OR AT TIME PRESCRIBED BY THE FDLE, WILL LEAD TO REJECTION OF THE BID FOR NON-RESPONSIVENESS. IF

BIDDERS ARE UNSURE OF THE REQUIRED INFORMATION OR DOCUMENTATION, CONTACT THE PROCUREMENT OFFICER. DO NOT MAKE ASSUMPTIONS.

3.10. BIDDER ACKNOWLEDGEMENT

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

Bidders must include the FDLE Acknowledgement Form with their Bid response.

3.11. VENDOR GENERATED TERMS AND CONDITIONS

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

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

3.12. REDACTED BID SUBMISSION

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

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

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

3.13. ADMINISTRATIVE REVIEW

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

original/completed form or certification in the Bid submission or timeframe as provided by the FDLE will cause a Vendor to be deemed Non-Responsive and therefore disqualified from further consideration.

A. Required Documents

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

- FDLE ITB 2025 Acknowledgement Form
 - Attachment A - FDLE ITB 2025 Price Sheet
 - Attachment C – Scrutinized Companies List Certification
 - Any applicable Bid Addenda
- B. Bids which do not meet all mandatory requirements of this solicitation, including the submission of all required information, will be rejected as non-responsive. A non-responsive Bid may include, but is not limited to, those which:
- Fail to utilize, complete, and/or submit the mandatory prescribed forms
 - Fail to meet all mandatory requirements
 - Include terms and conditions contrary to the requirements of this Bid
 - Do not contain original authorized signatures
 - Are not in conformance with the requirements and instructions contained herein

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

3.14. PRICE EVALUATION

The FDLE will take the following steps upon opening Bids:

- A. Confirm the Bid includes a Fixed Discount Rate
 - B. Confirm the Bid is submitted using the FDLE ITB 2025 Price Sheet (Attachment A)
 - C. Confirm the Fixed Discount Rate is clear and unambiguous
 - D. When evaluating Bid responses to solicitations where there is identical pricing or a pricing preference, the FDLE shall determine the order of award in accordance with Sections 287.057 (11), 287.082, 287.084, 287.087 and 287.92, F.S.
- Certified Minority Business Enterprises

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

https://www.dms.myflorida.com/agency_administration/office_of_supplier_diversity_osd

- Certification of Drug Free-Workplace (Attachment B)

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

3.15. COST OF PREPARING A VENDOR BID

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

3.16. FIRM RESPONSE

A Bidder's response to this ITB shall be considered as the Bidder's formal offer. The issuance of a Contract for the procurement of the commodity and/or service as specified in Section 2 – Scope of Work shall constitute the FDLE's written acceptance of the successful Bid and the Contract will be forwarded to the successful Bidder.

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

3.17. WITHDRAWAL OF BID

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

3.18. LEGAL REQUIREMENTS

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

3.19. SCRUTINIZED COMPANIES LIST

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

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

Bidders must include the Attachment C to evidence this certification with their Bid response.

3.20. LESS THAN TWO RESPONSIVE BIDS

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

3.21. BASIS OF AWARD

Award will be made to the responsive and responsible Bidder who after completion of the Bid evaluation submits the highest Fixed Discount Rate 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 State.

3.22. POSTING OF TABULATIONS

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

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

3.23. RESERVED RIGHTS

FDLE reserves the right to:

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

3.24. DRAFT CONTRACT (ATTACHMENT D)

A Draft Contract is provided (Attachment D) for consideration. Vendors should scrutinize the Draft Contract provided.

The Awarded Vendor will be required to sign and execute the Contract as provided by FDLE. The Awarded Vendor (Contractor) will be required to comply with the ITB and Contract provisions agreed to in the final Contract.

NOTE: Vendors should not submit additions, objections, or modifications with their Bid submission.

3.25. ITB CHECKLIST (ATTACHMENT E)

Attachment E – ITB Checklist is provided for the convenience of the vendor when compiling a response to this ITB.

SECTION 4 – SPECIAL CONDITIONS SECTION

4.1. GENERAL CONTRACT CONDITIONS (PUR 1000)

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

https://www.dms.myflorida.com/content/download/2933/11777/PUR_1000_General_Contract_Conditions.pdf

4.2. MYFLORIDAMARKETPLACE (MFMP) PURCHASE ORDER TERMS AND CONDITIONS

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

https://www.dms.myflorida.com/content/download/117735/646919/Purchase_Order_Terms_Sept_1,_2015_.pdf

4.3. COOPERATION WITH THE INSPECTOR GENERAL

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

4.4. FEDERAL EXCLUDED PARTIES LIST

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

4.5. 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.

SECTION 5 – ATTACHMENTS

Attachment A – Price Sheet

Attachment B – Certification of Drug-Free Workplace

Attachment C – Scrutinized Companies List Certification

Attachment D – Draft Contract

Attachment E – Solicitation Checklist