



STATE OF FLORIDA
DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES

May 24, 2021

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

Solicitation Number: **FLHSMV-ITB-015-21**
Title of Bid (items solicited): **Florida Highway Patrol Vehicle Anti-Theft System**
Commodity Code(s): **46151600 Security and control equipment
25172100 Vehicle Safety and Security Systems and
Components**

Date and Time Bids are Due: **June 17, 2021 no later than 2:00 p.m., Eastern Time**



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 WORK
- 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 or "FLHSMV"), Division of Florida Highway Patrol (FHP) is issuing this Invitation to Bid (ITB) to obtain competitive bids for the procurement and delivery of Fleet Smart Anti-Theft System, manufactured by Tremco Police Products, a division of Tremco Products, Inc., for FHP vehicles, as described in **ATTACHMENT B - SCOPE OF WORK**.

The Department does not currently have a contract for these products. The Department spends an average of \$37,500 annually on Anti-Theft System. Historical spend is provided for informational purposes only and should not be construed as representing actual, guaranteed, or minimum spend under a new contract.

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. **Department/State:** Department or State shall be synonymous with the Department of Highway Safety and Motor Vehicles.
- G. **ITB:** Invitation to Bid.
- H. **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.)
- 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:

Mina Barekat, CPM, CSM, FCCN, FCCM
Bureau of Purchasing and Contracts
Florida Department of Highway Safety and Motor Vehicles
Neil Kirkman Building, Mail Station 31
2900 Apalachee Parkway
Tallahassee, Florida 32399-0524
850-617-3198
MinaBarekat@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 three (3) years from the date of contract execution or issuance of the purchase order, whichever is earlier, 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 WORK**;
- 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 the **ATTACHMENT A, CALENDAR OF EVENTS**. Questions must reference FLHSMV-ITB-015-21 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 **ATTACHMENT A, 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 an opening via conference call of the bids at the date, time indicated in the **ATTACHMENT A, 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. In the event the contract award is delayed by appeal or bid protest, such 180-day period is tolled during any such appeal or bid protest.

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 electronic copy (Excel) and a signed pdf copy **ATTACHMENT E, PRICE SHEET** as provided by the Department, to be considered for award. Hardcopy/paper submissions will not be accepted, **EMAIL ONLY**.

- A. The Bidder shall provide a price 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 and Delivery

In accordance with s. 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 WORK**, Section 3.0, 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 An electronic copy of the original bid (marked “Original Bid”), **and of the redacted bid** (marked “Redacted Copy”), if applicable (see, subsection 4.4 Redacted Submissions, below).

The software used to produce the electronic files must be Microsoft Word 2010 and/or Excel 2010 or later for **Attachment E, Price Sheet**. These electronic files must be logically named and clearly labeled. 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.

*Please note: If a redacted copy is not provided, the Department will provide a copy of the original submittal upon any public records request

4.2 Delivery of Bid Submittal

All bids shall be submitted **via EMAIL ONLY** and addressed to the Procurement Officer identified in Section 1.3, Procurement Officer and below, and must be received by or before the date and time indicated in the **ATTACHMENT A, CALENDAR OF EVENTS**. The Department will not consider late bids. Bidders are advised to examine their bids carefully and to ensure all mandatory requirements are met and that the bid is delivered no later than the time of the bid opening. This is a mandatory requirement. Hardcopy/paper submissions will not be accepted.

The electronic copies (one copy of each: ORIGINAL including all attachments and REDACTED) shall be submitted via email to the procurement officer below. The email shall contain the solicitation number **FLHSMV-ITB 015-21 – OFFICIAL BID** and company name and sent to the Procurement Officer below:

Mina Barekat, CPM, CSM, FCCM, FCCN
Bureau of Purchasing and Contracts
Florida Department of Highway Safety and Motor Vehicles
Neil Kirkman Building, Mail Station 31
2900 Apalachee Parkway
Tallahassee, Florida 32399-0524
850-617-3198
MinaBarekat@flhsmv.gov
and
Purchasing@flhsmv.gov

4.3 Bid Guarantee

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

4.4 Redacted Submissions

The following 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; 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

Following award, the Department will consider the awarded 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 or purchase order:

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 one (1) responsible and responsive Bidder that submits the lowest priced responsive bid for total of the Unit Cost (Each) for the Initial Term plus the Unit Cost (Each) for the Renewal Term, 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 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 **ATTACHMENT A, CALENDAR OF 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.

ACTIVITY	DATE/TIME	LOCATION
Solicitation Issued by the Department	May 24, 2021	Electronically Posted http://myflorida.com/apps/vbs/vbs_www.main_menu
Deadline for Receipt of Written Inquiries	June 1, 2021 at 3:00 p.m. Eastern Time	All questions and/or proposed changes to the solicitation must be submitted, via email only, to the Procurement Officer. MinaBarekat@flhsmv.gov
<u>Anticipated</u> Date for Department Responses to Vendor Questions	June 9, 2021*	Electronically Posted http://myflorida.com/apps/vbs/vbs_www.main_menu
Deadline for Receipt of Bids	June 17, 2021 at 2:00 p.m. Eastern Time	All bids must be submitted, via email only, to the Procurement Officer at MinaBarekat@flhsmv.gov and Purchasing@flhsmv.gov
Opening of Bids	June 17, 2021 at 2:30 p.m. Eastern Time	Conference call info: Toll Free: 1-888-585-9008 Conference Room Number: 625-608-165
<u>Anticipated</u> Posting of Notice of Intent to Award	June 23, 2021*	Electronically Posted http://myflorida.com/apps/vbs/vbs_www.main_menu

*Please note: The Department reserves the right to post early or in the best interest of the state.

Solicitation activities shall take place on the date and time indicated above, where applicable, with the exception of recognized State of Florida holidays (see, section 110.117, Florida Statutes (F.S.)). For planning purposes, prospective vendors should consider the utilized mailing service's observed holidays.

ATTACHMENT B SCOPE OF WORK

1.0 Background

The Department of Highway Safety and Motor Vehicles (Department or "FLHSMV"), Division of Florida Highway Patrol (FHP) is issuing this Invitation to Bid (ITB) to obtain competitive bids for the procurement and delivery of the Tremco Fleet Smart Anti-Theft System, for FHP vehicles, as more fully described herein.

2.0 General Specifications and Standards

The Contractor shall provide the Fleet Smart Anti-Theft System, manufactured by Tremco Police Products, a division of Tremco Products, Inc., in accordance with the requirements and attachments contained in this ITB. Pricing shall include, but not be limited to all costs associated with the production, shipping, handling, inside delivery charges, and FOB the place of destination costs for delivery.

2.1 The Fleet Smart Anti-Theft System and all system components of the Fleet Smart Anti-Theft System shall:

- a) Be designed to lock the automatic transmission shift lever in "park" every time the vehicle on which the Fleet Smart Anti-Theft System is installed is shifted to park;
- b) Not permit a vehicle's automatic transmission shift lever to move out of the "park" position while the engine is running, and the Fleet Smart Anti-Theft System is activated;
- c) Allow the engine of a parked vehicle on which the Fleet Smart Anti-Theft System is installed to start, but not allow the automatic transmission shift lever to move out of the "park" position as in item b) above;
- d) Have the ability to be deactivated by a covert hidden hand switch that is not easily identifiable;
- e) Allow the emergency lighting & other electronics on a vehicle on which the Fleet Smart Anti-Theft System is installed to operate;
- f) Be simple in design, require minimal time for installation by Department personnel (preferably less than ten minutes), and require no specialty installation tools;
- g) Include detailed installation instructions and, if requested, on-site installation training at the Department facility by the vendor;
- h) Be warranted for at least three years from for the date of installation of the Fleet Smart Anti-Theft System on the vehicle;
- i) Have a bypass switch to shut the system off which may be used in maintenance situations or if the vehicle on which the system is installed needs to be relocated;
- j) Provide protection for a vehicle on which the Fleet Smart Anti-Theft System is installed, when the vehicle not running and unattended or if the vehicle's keylock is destroyed; and
- k) Prevent theft of an emergency vehicle on which the Fleet Smart Anti-Theft System is installed, when the vehicle's keys are lost or stolen.

NO SUBSTITUTIONS WILL BE ACCEPTED.

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SCOPE OF WORK**

2.2 The following table outlines the current fleet of FHP vehicles requiring the Tremco Fleet Smart Anti-Theft system.

	MANUFACTURER/BRAND	MODEL
A.	Dodge	Challenger
		Charger
		Durango
		Ram
		Police Pursuit Vehicles (PPV) or Special Service Vehicles (SSV)
B.	Ford	Expedition
		Explorer
		F-150 Police Responder
		Mustang
		Police Interceptor Utility
		Police Pursuit Vehicles (PPV) or Special Service Vehicles (SSV)
C.	Chevrolet	Tahoe
		Police Pursuit Vehicles (PPV) or Special Service Vehicles (SSV)

2.3 Estimated Quantities

The Contractor must be able to provide the Department with an estimated 400 devices during each year of the Contract. The Department reserves the right to increase or decrease the quantities the Department estimates it will purchase by twenty percent (20%), annually.

Quantities are estimated and for informational purposes only and should not be construed as representing actual, guaranteed, or minimum purchases to be made under a Contract.

In addition, the estimated quantities are subject to change annually depending on the legislatively approved budget. The Contractor should be prepared therefore, to provide increased or decreased numbers of items during any contract year.

3.0 Packing, Shipping and Delivery

- a) The Contractor shall be responsible for properly packing shipments. The Contractor must deliver all shipments in their entirety and fully assembled, as applicable, to the following location:

Florida Highway Patrol
 Central Installation Facility
 3646 County Road 220
 Middleburg, Florida 32068-3831
 Office: (904) 406-6407

ATTACHMENT B SCOPE OF WORK

Fax: (904) 291-5528

- b) Products ordered shall be delivered within thirty (30) calendar days of issuance of a purchase order. The Contractor shall notify the Department's Contract Manager within five (5) days of purchase order issuance of any potential delays in shipment or delivery.
- c) 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.
- d) Deliveries shall be made between 8:30 a.m. and 5:00 p.m., Eastern Time, 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.
- e) Department employees will not be responsible and may not be utilized for unloading shipments.
- f) 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.

4.0 Product 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 this ITB and any Purchase Order issued by the Department.

5.0 Warranty

The Contractor shall pass along any warranties for all products including any Manufacturer's warranty, which shall provide coverage against defective material, workmanship, and failure to perform in accordance with the specifications and standards outlined herein the ITB. Such warranty must be no less than three years from the installation of the Fleet Smart Anti-Theft System in a vehicle, as required by Section 2.1 h). Any Manufacturer's warranty shall be effective from the date of Inspection and Acceptance by the Department, as set forth in this ITB and Contractor agrees that installation of products by the Department or a third party will not void the warranty as applicable.

6.0 Acceptance, Returns and Replacement Orders

The Contractor shall afford a reasonable opportunity following delivery for inspection and either acceptance or rejection of the shipment. Any or all items not meeting the specifications of this ITB, the contract and/or purchase order, as applicable, including, but not limited to, items found to be defective, items not ordered, substituted items not approved by the Department, etc., will be returned to the Contractor at the Contractor's expense (unless otherwise stated herein).

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The Department will notify the Contractor, in writing, of any item not meeting the ITB specifications or rejected as a result of a Contractor processing error, within thirty (30) days of receipt of the item. The Contractor shall replace the item with the correct, non-defective item within thirty (30) days of notification by the Department. Failure to timely or completely provide conforming, acceptable items to the Department, will subject the Contractor to Financial Consequences as provided in Section 10.0, Deliverables and Financial Consequences.

7.0 Silence of Specifications

The apparent silence of specifications included herein on any details, or the omission from them of a detailed description, concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only materials and workmanship of best quality are to be used. All interpretations of the Contract shall be made upon the basis of this statement.

8.0 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 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.

9.0 Deletions, Additions, and Modifications

Product deletions, additions (including additional vehicle make/models), modifications, and substitutions (if any) will be provided in accordance with **ATTACHMENT C, ADDITIONAL TERMS AND CONDITIONS**.

10.0 Deliverables and Financial Consequences

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.

DELIVERABLE SCHEDULE			
	DELIVERABLE	DUE DATE	FINANCIAL CONSEQUENCE
A.	The Contractor shall timely deliver the Tremco Fleet Smart Anti-Theft System.	Within thirty (30) calendar days of issuance of a purchase order.	\$500.00 per day

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11.0 General Liquidated Damages

Except as otherwise stated, the Department may impose 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.

12.0 Compensation

A. Contract Amount

This is a Fixed Price (Unit Cost) Contract not to exceed \$ TBD (prices based on the awarded Contractor's price sheet outlined in Attachment E).

B. Contract Payment

1. The Department will pay the Contractor, in arrears, upon delivery and written Contract Manager approval of the deliverable(s) outlined in Section 10.0, Deliverables and Financial Consequences in accordance with the awarded contractor's pricing, which will be provided as an exhibit to the resulting contract.
2. Contract payments shall be made in accordance with Section 215.422, F.S., which provides in part, that agencies have five (5) working days to inspect and approve goods and services, unless bid specifications or the contract or purchase order specifies otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within forty (40) days, measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, a separate interest penalty set by the Comptroller pursuant to Section 55.03, F.S., will be due and payable in addition to the invoice amount. (The applicable interest rate may be obtained by contacting the Department's Fiscal Section at (850) 617-3300, or from the Department of Financial Services' website at <https://www.myfloridacfo.com/division/aa/localgovernments/current.htm>.)

C. Invoicing

1. The Contractor shall submit a properly completed invoice to the Department's Contract Manager, identified in the resulting contract, no later than thirty (30) days after completion, written approval, and acceptance of the deliverables by the Department.
2. The Contractor must submit the final invoice for payment to the Department no more than forty-five (45) days after acceptance of the final deliverable by the Department or the end date of the Contract, whichever occurs last. If the Contractor fails to do so, all right to payment is forfeited and the Department will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of the Contract may be withheld until all

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applicable deliverables and invoices due from the Contractor and necessary adjustments thereto have been approved by the Department.

3. Each invoice shall include at a minimum:
 - Documentation detailing deliverables completed during the preceding month and a unit cost for each;
 - The time period in which deliverables were completed;
 - The Contractor's invoice number;
 - Invoice date; and,
 - The Department's Contract/Purchase number.

4. All invoices for contractual services shall contain the following two statements:
 - The first statement shall have a line for the Contractor's signature and shall read:

"All costs are true and valid costs assessed in accordance with the contract."
 - The second statement shall have a signature line for the Department's Contract Manager and shall read:

"All costs are true and valid costs incurred in accordance with the contract and deliverables were received and accepted".

5. Invoices returned to a Contractor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the Department. A Contractor Ombudsman, whose duties include acting as an advocate for contractors who may be experiencing problems in obtaining timely payment(s) from a state agency, may be contacted at (850) 413-5516.

D. Late Invoicing

Unless written approval is obtained from the Department, and at the discretion of the Department, correct invoices with documentation received one (1) to five (5) calendar days after the due date, will be paid at ninety percent (90%) of the amount of the invoice; correct invoices with documentation received six (6) to ten (10) calendar days after the due date will be paid at seventy-five percent (75%) of the invoice; and correct invoices with documentation received more than ten (10) calendar days after the due date **will not** be paid.

E. Additional Payment Terms

1. In accordance with Section 287.0582, F.S., the State of Florida's performance and obligation to pay under the contract is contingent upon

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- an annual appropriation by the Legislature.
2. The State of Florida, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of the contract.
 3. Contractors are encouraged to accept payments for work performed under the contract by receiving Direct Deposit. To enroll in the State of Florida's Direct Deposit System, the Contractor must complete a direct deposit form by contacting the Florida Department of Financial Services, Bureau of Accounting, Direct Deposit Section at <https://www.myfloridacfo.com/Division/AA/Vendors/default.htm> or by phone at (850) 413-5517.
 4. The Contractor shall return to the Department any overpayments due to unearned funds or funds disallowed pursuant to the terms of the contract that were disbursed to the Contractor by the Department. The Contractor shall return any overpayment to the Department within forty (40) calendar days after either discovery by the Contractor or its independent auditor, or notification by the Department, of the overpayment.

13.0 Special Provisions

A. Contract Management

1. Department's Contract Manager will be:

Name: Richard (Rick) Dasher
Address: 3646 County Road 220
Middleburg, FL 32068
Telephone: (904) 406-6408
Email: richarddasher@flhsmv.gov

The Contract Manager will perform the following functions:

- a) Maintain a contract management file;
- b) Serve as the liaison between the Department and the Contractor;
- c) Request the Contract Administrator to process all amendments, renewals and terminations of the Contract;
- d) Monitor and evaluate the Contractor's performance, as required, during the Contract term and the Contractor's overall performance at the conclusion of the Contract;
- e) Issue Corrective Action Plans and assess Financial Consequences, as required, in accordance with the Contract and provide a copy of any formal notices imposing Financial Consequences to the Contract Administrator;
- f) Review and approve all deliverables, in writing;
- g) Process all completed invoices and record all payments;
- h) Evaluate the Contractor's performance for the purposes of determining whether the Department will renew the Contract; and

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- i) Maintain records regarding Contractor's performance to be placed on file that will be considered if the Contract is subsequently used as a reference in future procurements.

2. Department's Contract Administrator

The Contract Administrator for the Contract will be:

Contract Administrator, Bureau of Purchasing and Contracts
2900 Apalachee Parkway
Tallahassee, Florida 32399-2500
(850) 617-3203

The Contract Administrator will perform the following functions:

- a. Process all Contract amendments, renewals, and termination of the Contract upon written request from the Contract Manager; and
- b. Maintain the official Contract Administration file, which shall include, at a minimum, the original, executed Contract and any amendments or renewal(s).

3. Contractor's Contract Manager

The name, title, address, and telephone number of the Contractor's Contract Manager responsible for administration and performance under the Contract is:

TBD

4. Contract Management Changes

After execution of the Contract, any changes in the information contained in Section 13.0, A., Contract Management, will be provided to the other party in writing (e-mail acceptable) and a copy of the written notification shall be maintained in the Contract Manager's file and in the Contract Administration file.

Communications

Contract communications will be in three (3) forms: routine, informal and formal. For the purposes of the Contract, the following definitions shall apply:

Routine: All normal written communications generated by either party relating to service delivery. Routine communications must be acknowledged or answered within fifteen (15) calendar days of receipt. Routine communication may be via e-mail.

Informal: Special written communications deemed necessary based upon either contract compliance or quality of service issues. Must be

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acknowledged or responded to within ten (10) calendar days of receipt. Informal communication may be via e-mail.

Formal: Same as informal but more limited in nature and usually reserved for significant issues such as Breach of Contract, failure to provide satisfactory performance, or contract termination. Formal communications shall also include requests for changes in the scope of the Contract and billing adjustments. Must be acknowledged upon receipt and responded to within seven (7) calendar days of receipt.

The only personnel authorized to use formal contract communications are the Department's Contract Manager, Contract Administrator, and the Contractor's CEO, Contract Manager, and Project Manager, if different. Designees or other persons authorized to utilize formal contract communications must be agreed upon by both parties and identified in writing within ten (10) days of execution of the Contract. Notification of any subsequent changes must be provided in writing prior to issuance of any formal communication from the changed designee or authorized representative.

In addition to the personnel identified above, personnel authorized to use informal contract communications include any other persons so designated in writing by the parties.

If there is an urgent administrative issue, the Department shall make contact with the Contractor and the Contractor shall verbally respond to the Contract Manager within two (2) hours. If a non-urgent administrative issue occurs, the Department will make contact with the Contractor and the Contractor shall verbally respond to the Contract Manager within forty-eight (48) hours.

The Contractor shall respond to all communications by email or hard copy mail, as indicated in this subsection.

A date/numbering system shall be utilized for tracking of formal communications. Each party shall have its own method for tracking formal communications with each formal communication being sequentially numbered/identified in the reference line of the communication (e.g., Formal Communication 1: Request to Add Services; Formal Communication 2: Financial Consequences; Formal Communication 3: Invoice Issues; etc.).

All written communication between the Contractor and the Department is subject to release as a public record under Chapter 119, F.S.

14.0 Contract Amendments

Unless otherwise stated herein, modifications to the provisions of the Contract shall be made only through execution of a formal Contract amendment executed by the parties and/ or issuance of a change order to the Purchase Order. This shall include changes required due to revisions in any applicable state or federal law, rule, or regulation. Modifications to Section 13.0, A, Contract Management,

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may be made via letter or e-mail to the other party's Contract Manager or Contract Representative, as applicable.

15.0 Monitoring

- A. The Department's Contract Manager or designated Department staff will perform monitoring during the term of the resulting contract to determine if the Contractor has met each Deliverable identified in Section 10.0, Deliverables and Financial Consequences. Monitoring shall include review of Contractor's compliance with not only the service delivery requirements of the resulting contract, but all other contract requirements as well. The Contractor shall permit persons duly authorized by the Department to inspect any records, papers, documents, facilities, goods and services of the Contractor which are relevant to the contract.
- B. If the Department determines that the Contractor has failed to meet a Performance Standard, the Contractor will be sent a formal contract communication in accordance with Section 13.0, A, 4., Communications. When issues of non-compliance are identified, the Contractor shall, if requested by the Department, submit a written Corrective Action Plan (CAP) as indicated in Section 16.0, Corrective Action Plan (CAP), below. NOTE: The Department is not required to request a CAP prior to assessing Financial Consequences for failure to meet any Deliverables.

16.0 Corrective Action Plan

- A. If the Department determines that the Contractor is out-of-compliance (i.e., has failed to perform or satisfactorily perform) with any of the provisions of the resulting contract, the Department shall notify the Contractor of the compliance issue(s) in writing.
 - B. Depending upon the nature of the deficiency(ies) noted, the Department will either indicate that the Contractor is out-of-compliance and the Department is assessing Financial Consequences, or the Department may require the Contractor to respond by submitting a Corrective Action Plan (CAP) within a specified time frame.
 - C. A CAP is an opportunity for the Contractor to address and resolve deficiencies without the Department immediately invoking more serious remedies, up to and including contract termination. In determining whether to permit the Contractor to submit a CAP, the Department will consider the nature of the deficiency(ies), whether the Department would or could be adversely affected in any way by allowing additional time for correction, and the likelihood for successful correction by the Contractor.
 - D. The CAP shall be timely submitted to the Department's Contract Manager who will review the CAP and:
 - a) determine whether the steps to be taken and timeline for each step will likely resolve the deficiency(ies) to the Department's satisfaction and approve the CAP, in writing, for implementation by the Contractor; or
 - b) determine that the steps to be taken and/or timelines indicated will not likely resolve the deficiency(ies) to the Department's satisfaction and reject the CAP.
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- E. If the Department's Contract Manager rejects the Contractor's CAP, the reasons for rejection shall be provided in writing to the Contractor who shall have five (5) business days from receipt of the Department's rejection notice to correct/change the CAP and resubmit it. If the resubmitted CAP is similarly rejected, the Contractor shall be deemed in breach of the resulting contract and Financial Consequences of \$100.00 per day shall be imposed for each day a satisfactory CAP is not submitted to the Department.
- F. The Contractor shall implement the CAP only after receiving written approval from the Department's Contract Manager or other designated Department personnel.
- G. If the Contractor does not meet the plan for resolving deficiencies established in the CAP to the Department's satisfaction, either by not resolving all deficiencies identified or by not resolving all deficiencies within the stated time frame(s), the Contractor shall be in breach of the resulting contract and shall be subject to Financial Consequences.
- H. Except where otherwise specified, Financial Consequences of \$100.00 per day will be imposed on the Contractor for each day that the approved CAP is not implemented to the satisfaction of the Department.

17.0 Scope Changes after Contract Execution

During the term of the Contract, the Department may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract.

The Department may make an equitable adjustment in the Contract prices or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld. Additions of goods or services shall be at contract price or the then-current market price, whichever is lower. Deletions shall be at contract prices, meaning any reduction in service, term, or hours shall remain at the contract price. Substitutions or additions of goods or services not offered within the contract documents shall be at mutually agreed prices, with all terms and conditions accepted in writing by both parties and attached to an appropriate purchasing document (e.g., Purchase Order).

The Department shall provide written notice to the Contractor thirty (30) days in advance of any Department-required changes to the technical specifications and/or scope of service that affect the Contractor's ability to provide the goods or services as specified herein.

18.0 Expired Term Purchase Orders

Goods or services are not to be provided after the expiration date of a term Purchase Order. It is the Contractor's responsibility to discontinue service and/or retrieve its equipment unless a written extension or renewal order is received in advance.

19.0 Transition Plan (In the Event of Cancellation, Termination, or Expiration)

An essential element to assuring success of this project will be the transition from one contractor to another should the resulting contract be canceled, terminated, or expire, and a new contract is

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subsequently executed with a firm other than the awarded contractor.

The awarded contractor agrees to fully cooperate and assist in such a transition, including with any other successor-contractor, and shall do so for a minimum of six (6) months following the term of the resulting contract or any cancellation or termination thereof, at no additional cost to the Department. The Department expects the awarded contractor to have included the costs of transition in its proposal pricing and will not pay any additional, separate, or other costs related to this six-month or longer term.

A. Transition Meetings

Prior to the cessation of services due to cancellation, termination, or expiration of the resulting contract, the Department shall schedule and the awarded contractor shall attend, transition meetings, the number of which shall be agreed-upon in writing by all parties, that will include representatives from the successor contractor and the Department, as required, in order to develop a jointly written plan and cooperative agreement setting forth all tasks and responsibilities to be carried out by each of the entities in order to ensure a seamless transition. (NOTE: The written plan may serve as the cooperative agreement if signed by each of the parties and if containing sufficient detail to clearly establish all duties/tasks/responsibilities and timeframes for completion required during the transition period.)

B. Transition Plan

The plan and cooperative agreement, or plan if serving as both, shall include, but not be limited to:

1. Designated point of contact for each entity;
2. A calendar of regularly scheduled meetings;
3. A detailed list of data that will be shared;
4. Milestones/tasks to be met/completed by each entity during transition;
5. A mechanism and timeframe for transmitting images, records and data;
and
6. A clear description of the mutual needs and expectations of all entities.

C. Commencement of Services by Successor-Contractor

The Department reserves the right to commence services provided by a successor-contractor at least one (1) year prior to the expiration, termination, or cancellation of the resulting contract without amending the contract.

To the extent possible, the Department will endeavor to commence services with a successor contractor in a manner that is the least-disruptive to the awarded contractor and that does not result in costs to the awarded contractor. Should this commencement of services result in disruption that causes the awarded contractor unanticipated or unavoidable costs, the Department shall have the sole discretion to determine: a) whether such costs were unanticipated and unavoidable, and therefore not already included in the contract pricing, and b) were reasonably undertaken as a result of the commencement of services by the successor-contractor. If the Department finds that both conditions are present, the Department may pay the costs.

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The awarded contractor agrees to negotiate these costs based upon pricing established in the resulting contract or based on open-market pricing in effect at that time for similar service delivery, whichever is lower.

20.0 Terms and Conditions

Any purchase resulting from this ITB will incorporate all terms and conditions of the ITB and this scope document. No other terms and conditions shall apply except as stated in the Contract or in the Purchase Order incorporating the Contract. The Contract shall prevail in the event of conflict with any other documents related to this purchase including, but not limited to, contractor quotes, licensing agreements, order forms, Service Level Agreements (SLA), or additional terms.

21.0 Special Contract Conditions

If applicable, the Contractor must comply with the requirements of the State of Florida, Office of the Governor, Executive Order Number 20-044, issued February 20, 2020, regarding the submission of an annual report, as required by the Department, which shall include, in part, the Contractor's most recent IRS Form 990, Return of Organization Exempt from Income Tax.

**ATTACHMENT C
ADDITIONAL TERMS AND CONDITIONS**

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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. **Conflicting Terms**

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.

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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.

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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 on, 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 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

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Department. Further, 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

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of such deductible shall be the sole responsibility of the Contractor (or subcontractor) providing such insurance.

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 Eligibility

The Contractor shall comply with Section 274A, 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.

The Contractor, and any subcontractor, must comply with the requirements of section 448.095(2), F.S., regarding registration and use of the E-Verify system operated by the U.S. Department of Homeland Security to verify the work authorization status of all newly hired employees, and must provide proof that it has registered with the E-Verify system. Any subcontractor providing goods or services under this Contract must provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and the Contractor shall maintain a copy of the affidavit with its records. If the Department has a good faith belief that the Contractor has knowingly violated Section 448.09(1), F.S., it will terminate this Contract in accordance with Section 448.095(2), F.S. If the Department has a good faith belief that a subcontractor is in violation of section 448.095(2), Florida Statutes, but the Contractor has otherwise complied with said law, the Department will notify Contractor of the violation, and Contractor shall immediately terminate the contract with the subcontractor, in accordance with Section 448.095(2), F.S.

12. 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

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contract or purchase made, or authorized to be made, by anyone for, or on behalf of, the Department.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

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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 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 E., Additional Documents/Requirements, sub-section 4., Scrutinized Companies and Prohibited Business Activities of this solicitation. 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

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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 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

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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.

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.

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

The Contractor, when acting on behalf of the Department as provided under section 119.011(2), F.S., 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.

Pursuant to subsection 119.0701(3), F.S., in the event the Contractor fails to comply with the Department's request for records, 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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The Contractor may be subject to penalties under Section 119.10, F.S., for a failure to provide public records to the Department within a reasonable time.

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.

19. Security and Fraud Prevention

For contracts that are primarily IT-related, the following security and fraud prevention requirements apply:

- a. The Contractor must comply with the Department's External Information Security Policy and Security Breach of Personal Information policies, as well as Florida Administrative Code chapters 60GG-2 ("Information Technology Security") and 60GG-5 ("Information Technology Architecture Standards"), section 501.171, Florida Statutes ("Security of confidential personal information") and other relevant information security policies, procedures, and standards.
- b. The Contractor shall ensure that vulnerability scanning of all system components is performed periodically and validate that identified vulnerabilities are mitigated prior to placing any new or modified system or component into production status. The Contractor shall utilize a robust system patching process to ensure that critical security patches are installed upon release.
- c. The Contractor shall submit a detailed System Security Plan, using a Department approved plan template, to the Department's Contract Manager with the Final Implementation Plan. The System Security Plan will be provided to the Department's Contract Manager and Information Security Manager forty-five (45) days prior to commencement of Pilot for review and approval.

The System Security Plan shall:

- 1) Ensure optimal security protection for the System and all related equipment installed. The 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.
- 2) 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 term of this agreement:
 - i. Must have a data protection and privacy policy that, at a minimum, complies with Department policies and procedures, as well as Florida Administrative

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Code chapters 60GG-2 (“Information Technology Security”) and 60GG-5 (“Information Technology Architecture Standards”);

ii. Must have sufficient security policies and processes approved by the Department’s Information Security Manager for monitoring and detecting security events and fraud detection/prevention;

iii. Must have an incident response capability that immediately notifies the Department’s Information Security Manager of a breach, or suspected breach, including forensics evidence in the event of a data breach. The Contractor shall adhere to the Department’s security policy for breach of personal information, and Section 501.171, F.S;

iv. Must have sufficient security protocols for protection of backup media;

v. Must have a documented methodology for establishing and maintaining authorized user access controls; and

vi. Must verify that the Contractor utilizes Advanced Encryption Standard (AES) encryption with an approved block length, as determined by the Department’s Information Security Manager, to protect and secure data at rest and in transit. The device-based component(s) of the System must provide/enable data-at-rest encryption for any confidential and sensitive data transmitted or stored within the environment (e.g., PII – SSN, date of birth, driver license number, etc.). A description of the types and levels of encryption features available, how and when they are applied and a process that outlines the secure escrow of encryption keys shall be included in the Contractor’s System Security Plan.

d. The Contractor shall ensure each piece of equipment that has a data storage mechanism, provided and maintained under the Agreement, is properly sanitized to ensure Department data cannot be retrieved from media prior to disposal, replacement, reuse, or removal. File deletion, formatting media, and degaussing are not acceptable methods of sanitization. Acceptable destruction methods for various types of media include:

- 1) If paper documents contain confidential or sensitive information, such documents must be destroyed by on-site shredding, pulping, or incineration.
- 2) If confidential or sensitive information has been contained on optical discs (e.g., CDs, DVDs, etc.), the Contractor shall either destroy by incineration the disc(s) or shred the disc(s).
- 3) If confidential or sensitive information has been stored on magnetic tape(s), servers, workstation hard drives, removable media (e.g., USB flash drives, portable hard disks, or similar disks), the Contractor shall destroy the data by, incinerating, or crosscut shredding. A certificate of destruction which references the serial numbers of the magnetic media being shredded will be provided to the Department as proof of the approved media sanitization within thirty (30) days of destruction.

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- e. No Department data or information will be transmitted to, stored in, processed in, or shipped to offshore locations, or reside logically or physically outside of the United States of America regardless of method, except as required by law. Examples of these methods include (but are not limited to): FTP transfer, DVD, disk-to-disk imaging or backups, tape or drive shipping; regardless of the level of encryption employed. The Contractor agrees that any and all Department data shall be stored, processed, and maintained solely within servers and infrastructure that reside on-premise at the Contractor's location. No Department data will be moved or transferred to any a third-party hosting service without prior written approval from the Department's Contract Manager and Information Security Manager.
- f. The Contractor shall ensure that access to Department data shall follow the principle of least privilege and only be available to a limited number of Contractor personnel necessary to perform the duties of this agreement.
- g. The Contractor is required to have each of its personnel working in a capacity on the design, maintenance, operation, or other service delivery aspect of the contract, to complete a criminal history background check with the Florida Department of Law Enforcement (FDLE). Costs associated with the criminal history background check or other security processes shall be borne by the Contractor. However, if an additional Criminal Justice Information Services (CJIS) criminal history background check is required by the Department, there will be no cost charged to the Contractor.
- h. Fingerprint processing will be coordinated by the Department's Contract Manager. Unfavorable background check results may require a change in Contractor personnel. This decision is at the sole discretion of the Department. Contractor personnel who have passed the CJIS criminal history background check shall successfully complete FDLE CJIS Security Awareness training within three (3) business days of report date, or another timeframe established by the Department's Contract Manager.
- i. Any reported felony conviction will result in a denial of access to Florida's Criminal Justice Information Services (CJIS). Persons seeking initial access to CJIS or with previously granted access to CJIS who are charged with or arrested for a felony shall have access suspended immediately by the Department, which shall notify the CJIS Systems Office (CSO). When any pending charges are finally and fully resolved, the Department shall notify the CSO so that a determination regarding access can be made. An adjudication of delinquency or withhold of such adjudication for a felony will be treated as a felony conviction unless and until expunction of the FDLE juvenile criminal history record occurs under Section 943.0515, Florida Statutes, at age 24 or 26.
- j. Access to CJIS will be determined at the sole discretion of the Department for any Contractor employee who has a single misdemeanor conviction occurring within three years prior to fingerprinting or for any single misdemeanor conviction occurring after fingerprinting.
- k. Confidentiality and Safeguarding of Information – In the event of a breach of security concerning confidential personal information involved with the Contract,

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the Contractor shall comply with section 501.171 Florida Statutes. When notification to affected persons is required under this section of the applicable statute, the Contractor shall provide that notification, but only after receipt of FLHSMV's approval of the contents of the notice. Defined statutorily, and for purposes of this Contract, "breach of security" or "breach" means the unauthorized access of data in electronic form containing personal data. Good faith acquisition of personal information by an employee or agent of the Contractor is not a breach, provided the information is not used for a purpose unrelated to the Contractor's obligations under the Contract or is not subject to further unauthorized use.

The Contractor and its personnel agree not to use or disclose any information concerning services provided under this Contract. The Contractor and its personnel will be required to complete an FLHSMV Non-Disclosure Agreement within three business days of contract execution.

For all other contracts (non-IT related), the following security and fraud prevention requirements apply:

For all other, non-IT related projects, 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 Chapter 60GG-2, F.A.C. ("Information Technology Security") and section 501.171, Florida Statutes;
- 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

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- 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.

20. Indemnification

To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Department, its officers, employees and agents harmless from all fines, claims, assessments, suits, judgments, or damages, consequential or otherwise, including court costs and attorney's fees, arising out of any acts, actions, breaches, neglect or omissions of the Contractor, its employees, agents, subcontractors, assignees or delegates related to the Contract, as well as for any determination arising out of or related to the Contract, that the Contractor or Contractor's employees, agents, subcontractors, assignees or delegates are not independent contractors in relation to the Department.

21. Conduct of Business

The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. This includes, but is not limited to, compliance with Titles VI and VII of the Civil Rights Act of 1964, 42 U.S.C. 2000d and 2000e et seq., the Americans with Disabilities Act, 42 U.S.C. 12101 et seq., the Driver Privacy Protection Act, 18 U.S.C. 2721-2725, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status.

22. Convicted Vendors List

Pursuant to subsections 287.133(2) and (3), F.S., an entity or affiliate who has been placed on the state of Florida, Convicted 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 Convicted Vendor List and posts the list on its website. Questions regarding the Convicted Vendor List may be directed to the Florida Department of Management Services, Division of State Purchasing at (850) 488-8440.

23. 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

ATTACHMENT C ADDITIONAL TERMS AND CONDITIONS

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.

24. 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.

25. 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 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).

ATTACHMENT C
ADDITIONAL TERMS AND CONDITIONS

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.
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

ATTACHMENT C ADDITIONAL TERMS AND CONDITIONS

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. All data, records, metadata, data models, ETL scripts, aggregations, summaries, calculations or derivatives of data and reports relating to the Department and its partners, made in the course of performing the services, shall be treated by the Contractor and its subcontractors as the exclusive property of the Department and/or the state of Florida. Contractor hereby assigns without any requirement of further consideration all right, title, or interest the Contractor may have to the Department's data, including any copyrights or other intellectual property rights to the same. The Contractor may not reuse, resell, distribute, aggregate or analyze Department data without the express permission of the Department.

The furnishing of such records, or access to such items by, the Contractor and its subcontractors, shall not grant any express or implied interest in or license to or cost to the Contractor and its subcontractors relating to such records other than as is necessary to perform and provide the services to the Department. Upon request by Department at any time, the Contractor and its subcontractors shall promptly deliver to Department requested records (including actual data sets) in an electronic format as requested by the Department as exists on the date of the request by Department.

11. The Department shall have the ability to create, edit, modify, share and restrict access to the data. The Department shall have the ability to assign, share or surrender all these privileges to a third party. The Department claims the possession and copyrights to such data to ensure control and ability to take legal action if our ownership is illegitimately breached by an internal or external entity.
12. 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.

26. 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-015-21 Tremco Fleet Smart Anti-Theft System		
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
FLHSMV-ITB-015-21**

Please complete each yellow 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. **Refer to Price Sheet Instructions contained in Section 3.1 of the ITB, before completing this price sheet.**

Company Name:			
PRODUCT DESCRIPTION	UNIT COST (EACH) INITIAL TERM	UNIT COST (EACH) RENEWAL TERM	TOTAL COST
Tremco Fleet Smart Anti-Theft System			\$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."

Address:	
City:	
State/Zip:	Phone:
Authorized Signature:	
Printed Name and Title:	

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 may 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
8.	Is the principal place of business (per section 287.084 F.S.) outside of Florida? IF YES, THE BIDDER IS REQUIRED TO SUBMIT DOCUMENTATION AS OUTLINED IN SUBSECTION 5.2, FLORIDA PREFERENCE, OF THE ITB.	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: _____
