



Division of State Purchasing
4050 Esplanade Way, Suite 360
Tallahassee, FL 32399-0950

Ron DeSantis, Governor
Pedro Allende, Secretary

The State of Florida

Department of Management Services

Invitation to Bid (ITB)

Motor Vehicles

ITB No: 23-25100000-ITB

Kimberly Alvarez-Estrada, Procurement Officer
4050 Esplanade Way, Suite 360.5X
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Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

Any protest concerning this agency decision or intended decision must be timely filed with the Department of Management Services' Agency Clerk. Protests may be filed by courier, hand delivery, or regular mail at: Department of Management Services, Office of the General Counsel, Attention: Agency Clerk, 4050 Esplanade Way, Suite 160, Tallahassee, Florida 32399-0950. Protests may also be filed by fax at 850-922-6312, or by email at agencyclerk@dms.fl.gov. It is the filing party's responsibility to meet all filing deadlines.

The Procurement Officer should be copied on such filings.

TABLE OF CONTENTS

1	INTRODUCTION	4
1.1	Timeline of Events	4
1.2	Non-Mandatory Pre-Bid Conference	5
1.3	Definitions.....	5
1.4	Objective.....	7
1.5	Scope of Work.....	7
1.6	Term.....	7
1.7	Procurement Officer.....	7
1.8	Order of Precedence for Solicitation	8
1.9	Commitment to Diversity	8
1.10	Department’s Rights to Reject Bids	8
2	THE ITB PROCESS.....	9
2.1	Question Submission.....	9
2.2	Addenda to the ITB	9
2.3	Public Opening	9
2.4	Special Accommodations	9
2.5	Mandatory Responsive Requirements.....	9
2.6	Preference to Florida Businesses.....	9
2.7	Equal Bids.....	10
2.8	Basis of Award	10
2.9	Electronic Posting of Notice of Intent to Award.....	10
2.10	Contract Formation	10
2.11	Other Requirements Following Award	11
2.11.1	Registration with the Florida Department of State.....	11
2.11.2	Florida Substitute Form W-9	11

3	RESPONDING TO THE ITB.....	11
3.1	General Instructions.....	11
3.2	Special Instructions	11
3.3	Cost of Bid Preparation	14
3.4	Independent Preparation	14
3.5	False or Erroneous Information	15

1 INTRODUCTION

1.1 Timeline of Events

The table below contains the Timeline of Events for this solicitation. The dates and times within the Timeline of Events are subject to change and considered anticipated. It is the responsibility of the Bidder to check for any changes on the Vendor Information Portal (VIP).

Bidders shall not rely on the VIP time clock. It is not the official submission date and time deadline. In the event of a technical malfunction or discrepancy in VIP, the Timeline of Events listed in the solicitation document shall prevail. The official solicitation dates and time deadlines are reflected in the Timeline of Events.

Timeline of Events		
Event	Time (Eastern Time)	Date
Solicitation posted on VIP		3/7/2023
Non-mandatory pre-bid conference In person: Conference Room 380K Department of Management Services 4050 Esplanade Way, Conference Room 380K Tallahassee, Florida 32399-0950 Telephonically: Conference call number: 888-585-9008 Conference room number: 582-904-411	2:00 PM	3/14/2023
Deadline to submit questions via email to the Procurement Officer: Kimberly Alvarez-Estrada Kimberly.Alvarez-Estrada@dms.fl.gov	10:30 AM	3/21/2023
Department's anticipated date of posting Q&A on VIP		3/28/2023
Deadline to submit physical Bid and all required documents to: Department of Management Services Attention: Kimberly Alvarez-Estrada 4050 Esplanade Way, Suite 360.5X Tallahassee Florida, 32399-0950	10:00 AM	4/11/2023
Public meeting: Bid opening (non-mandatory)	10:30 AM	4/11/2023

Timeline of Events		
Event	Time (Eastern Time)	Date
In person: Conference Room 380K Department of Management Services 4050 Esplanade Way, Conference Room 380K Tallahassee, Florida 32399-0950 Telephonically: Conference call number: 888-585-9008 Conference room number: 582-904-411		
Anticipated date to post Notice of Intent to Award on VIP		5/2/2023
Anticipated Contract start date		5/17/2023

1.2 Non-Mandatory Pre-Bid Conference

The Department will conduct a non-mandatory pre-bid conference in accordance with the date listed in the Timeline of Events section. The purpose of the conference is to ensure full understanding of the requirements, the solicitation, and the process used for selection. Attendance at this conference is not mandatory but is highly encouraged.

1.3 Definitions

Definitions contained in section 287.012, Florida Statutes; Rule 60A-1.001, Florida Administrative Code (F.A.C); Attachment D, Special Contract Conditions; and the PUR 1001, General Instructions to Respondents (10/06), are incorporated by reference. In the event of a conflict, the definitions listed in this section supersede the incorporated definitions for the purposes of this ITB document. All definitions apply in both their singular and plural sense.

Bid – The document(s) submitted by a Bidder in response to this ITB.

Bidder – A Vendor who submits a Bid in response to this ITB.

Brand – A particular name under which a Motor Vehicle or Option is sold by a Manufacturer. Examples include, but are not limited to: Ford, GMC, Chevrolet, Nissan, Toyota, etc.

Business Day – Monday through Friday, inclusive, except for those holidays specified in section 110.117, Florida Statutes, from 8:00 a.m. to 5:00 p.m. Eastern Time.

Commodity – As defined in section 287.012, Florida Statutes.

Commodity Code – The State’s numeric code for classifying commodities and contractual services which meet specific requirements, specifications, terms, and conditions herein. Florida has adopted the United Nations Standard Products and Services Code (UNSPSC) for classifying commodities and services.

Confidential Information – Information that is trade secret or otherwise confidential or exempt from disclosure under Florida or federal law.

Contract – The written agreement between the Department and the awarded Bidder(s) resulting from this solicitation.

Contractor – A Vendor that enters into a Contract with the Department as a result of this procurement. A Contractor can be a Manufacturer or Dealer.

Cost – The actual price the Contractor paid for the Model and applicable Options from the Manufacturer including any delivery fees. Any price changes that occur during the manufacturing, ordering, or delivery process must be approved by the Customer.

Cost Plus Percentage – The percentage the Contractor is allowed to charge above the Cost of the Model and applicable Options.

Customer – A State Agency or Eligible User.

Dealer – A Manufacturer’s certified dealer who has been authorized by the Manufacturer to market, sell, provide, and service the Models or Options from the Manufacturer. Dealers may be Contractor-owned and -controlled, (in whole or in part) or independently owned and controlled.

Department – The Department of Management Services, a State Agency.

Eligible User – As defined in Rule 60A-1.001, Florida Administrative Code.

Group – A series of Models with applicable Commodity Codes, which are described in the Attachment A, Scope of Work, and Attachment C, Cost Sheet (Group 1 – 7). A Group may or may not include Sub-Groups.

Manufacturer – The original producer of a Motor Vehicle or Option, which may be sold under a Brand name. Examples include, but are not limited to: Ford Motor Company, General Motors (GM), Nissan Motor Corporation, Toyota Motor Corporation, etc.

Model – A particular name used to identify a collection of Motor Vehicles that are sold under the same Brand name and are similar in style and appearance. Examples include, but are not limited to, Ford F-150, GMC Sierra, Chevrolet Suburban, Nissan Titan, Toyota Corolla, etc.

Motor Vehicle – A specific vehicle that meets the definition of “Motor Vehicle” contained in section 320.01(1), Florida Statutes, or a specific vehicle that meets the definition of “Low-speed vehicle” as contained in section 320.01(41), Florida Statutes. The term includes all Options that are attached to or provided with the vehicle when it is manufactured. The Cost Plus Percentage shown in the Attachment C, Cost Sheet (Group 1 – 7), shall apply to the Cost for the Motor Vehicle, regardless of whether any Options were specifically requested by the Customer or considered “standard” or “optional” for the trim level ordered by the Customer.

Options – Options which meet the requirements, terms, and conditions herein, and may be installed to, uninstalled from, or provided with or separately from the Motor Vehicle by the Manufacturer or Dealer, as specified, ordered, legal, customary, reasonable, and prudent in the industry. Options include the following types:

- Non-Original Equipment Manufacturer (OEM) Option – A new and unused Option intended for the Motor Vehicle that is produced by a party other than the OEM. May also be referred to as an aftermarket Option.
- OEM Option - A new and unused Option intended for the Motor Vehicle that is produced by the OEM.

State – The State of Florida.

Sub-Group – A specific series of Models within a Group, which are described in the Attachment A, Scope of Work, and Attachment C, Cost Sheet (Group 1 – 7). A Group may or may not include Sub-Groups.

Vendor – An entity providing Motor Vehicles. Also known as Manufacturers or Dealers.

Vendor Information Portal (VIP) – The State’s bidding system developed in accordance with section 287.042(3)(b)2., Florida Statutes. The Vendor Information Portal is accessible at <https://vendor.myfloridamarketplace.com>.

1.4 Objective

The Department is issuing this ITB to establish a State Term Contract for Motor Vehicles which will replace the current State Term Contract for Motor Vehicles, Contract No. 25100000-21-STC. The Department intends to make multiple, statewide awards; however, the Department reserves the right to award to one or multiple Bidders, statewide or by region, or to make no award, as determined to be in the best interest of the State.

Motor Vehicles, Contract No. 25100000-21-STC has an average annual spend of \$19 million. Historical spend is provided for informational purposes only and should not be construed as representing actual, guaranteed, or minimum spend under a new contract.

1.5 Scope of Work

Bidder(s) awarded a Contract under this ITB shall provide Commodities and contractual services as described in the Attachment A, Scope of Work.

1.6 Term

The term has an initial period of two years and up to a two-year renewal which can be renewed in whole or in part.

1.7 Procurement Officer

In accordance with section 21 of the PUR 1001: The Procurement Officer is the sole point of contact for this ITB. Violation of section 21 of the PUR 1001 may be grounds for rejecting a Proposal. The contact information for the Procurement Officer is:

Kimberly Alvarez-Estrada
Purchasing Analyst, Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360.5X, Tallahassee, FL 32399-0950
Phone: 850-410-2426
Email: Kimberly.Alvarez-Estrada@dms.fl.gov

****ALL EMAILS TO THE PROCUREMENT OFFICER SHOULD CONTAIN THE SOLICITATION NUMBER IN THE SUBJECT LINE OF THE EMAIL****

1.8 Order of Precedence for Solicitation

In the event of a conflict between the documents comprising this ITB, the conflict will be resolved in the following order of priority (highest to lowest):

- a) Addenda to ITB, if issued (in reverse order of issuance)
- b) Attachment A, Scope of Work
- c) Attachment C, Cost Sheet (Group 1 – 7)
- d) This ITB document
- e) Attachment E, STC Additional Special Contract Conditions
- f) Attachment D, Special Contract Conditions
- g) Attachment B, Draft Contract
- h) Other ITB attachments

1.9 Commitment to Diversity

The State strongly supports its diverse business population through involving woman-, veteran-, and minority-owned business enterprises in the state's purchasing process. The Department strongly supports diversity in its procurements, and requests that all subcontracting opportunities afforded by this solicitation be shared with certified woman-, veteran-, and minority-owned business enterprises. The award of subcontracts should reflect the vast array of citizens in the State. Bidders can search for certified businesses online at the Office of Supplier Diversity's Certified Vendor Directory or by contacting 850-487-0915 for information on certified businesses that may be considered for subcontracting opportunities. The Certified Vendor Directory is accessible at <https://vendor.myfloridamarketplace.com>.

The Office of Supplier Diversity's Mentor-Protégé Program connects certified businesses with private business entities for business development mentoring. The Department strongly encourages Vendors doing business with the State to consider becoming a Mentor and participating in this initiative. More information on the Mentor-Protégé Program may be obtained by contacting the Office of Supplier Diversity at 850-487-0915 or by email at: osdinfo@dms.fl.gov.

1.10 Department's Rights to Reject Bids

The Department may reject any Bid not submitted in the manner specified by this solicitation.

Bids that do not meet all requirements, specifications, terms, and conditions of the solicitation or fail to provide all required information, documents, or materials may be rejected as non-responsive. Bidders whose Bids, references, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of the Contract may be rejected as not responsible. The Department reserves the right to determine which Bids meet the requirements of this solicitation and which Bidders are responsive and responsible. In this solicitation, the words "should" or "may" indicate desirable attributes or conditions but are permissive in nature. Where language indicates that the attribute or condition is mandatory, the Department still reserves the right to waive any minor irregularity if the Department determines that it is in the best interest of the State to do so.

A deviation from a requirement or condition is material if, in the Department's discretion, it provides a substantial advantage to one Bidder over another or has a potentially significant effect on the quality of the Bid or on the cost to the State.

2 THE ITB PROCESS

2.1 Question Submission

The Department invites interested and registered Vendors to submit questions regarding the solicitation. Questions must be submitted via email to the Procurement Officer by the time and date reflected in the 'Timeline of Events section. Bidders are strongly encouraged to ask any questions regarding this ITB, including the proposed Contract terms and conditions, prior to the deadline to submit questions.

2.2 Addenda to the ITB

The Department reserves the right to modify this solicitation by addenda. Addenda may modify any aspect of this solicitation. Any addenda issued will be posted on VIP. It is the Bidder's responsibility to check VIP for any changes throughout the procurement process and prior to submitting a Bid.

2.3 Public Opening

Bids will be physically opened on the date and at the location indicated in the 'Timeline of Events section. Bidders are not required to attend. The Department will only announce the names of Bidders who submitted a Bid at this public meeting.

2.4 Special Accommodations

Any person requiring a special accommodation due to a disability should contact the Department's Americans with Disabilities Act (ADA) Coordinator at 850-922-7535 or ADA.Coordinator@dms.fl.gov at least five Business Days prior to the scheduled event. If hearing or speech-impaired, please contact the ADA Coordinator by using the Florida Relay Service at 800-955-8771 (TDD).

2.5 Mandatory Responsive Requirements

The Department will not review Bids from Bidders who do not meet the mandatory responsive requirements listed in Attachment F, Mandatory Responsive Requirements, including submission of the required documents specified therein, or that fail to submit a signed copy of Attachment F, Mandatory Responsive Requirements.

Note: The Department will perform an initial responsiveness check. Bids found to be non-responsive will not be considered for award. The Department reserves the right to act upon information discovered during and after the initial responsiveness check impacting the responsibility or responsiveness of the Bidder.

2.6 Preference to Florida Businesses

Pursuant to the requirements of section 287.084(1)(a), Florida Statutes, if the lowest responsible and responsive Bid is by a Bidder whose principal place of business is located outside the State, and whose principal place of business is in a state or political subdivision thereof which grants a preference for the purchase of such personal property to a person whose principal place of business is in such state, the Department will award a preference to the lowest responsible and responsive Bidder having a principal place of business within Florida, which preference is equal to the preference granted by the state or political subdivision thereof in which the lowest responsible and responsive Bidder has its principal place of business.

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

A Bidder whose principal place of business is outside this State must accompany its Bid with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts.

2.7 Equal Bids

In the event multiple awards are not granted, and the Department receives equal Bids eligible for award, the Department will comply with the following, as applicable: sections 287.057(12), 287.082, 287.087, 287.092, 295.187(4)(a), and 295.187(4)(b), Florida Statutes. In order to clarify the Bidders' status with regard to the applicable statutory preference requirements, the Department may request information from Bidders with equal eligible Bids. A Bidder will not be permitted to amend or supplement its Bid in response to such request for clarification.

2.8 Basis of Award

The Department intends to award up to three Contracts for each Model, within each Sub-Group (or Group, for Groups that do not include Sub-Groups) to the responsible and responsive Bidder(s) that offer the lowest Cost Plus Percentage (not to exceed 6%) which will be applied for the initial and renewal term. Bidders are not required to bid on all Models within a Group or Sub-Group.

The Department reserves the right to award multiple Contracts or to award Contract(s) for all or part of the work contemplated by this solicitation. The Department reserves the right to reject all Bids. The Department reserves the right to award Contract(s) to the next lowest responsive Bid(s) from responsible and responsive Bidder(s) to this solicitation if the Department cannot execute a Contract with a Bidder previously awarded a Contract. The Department reserves the right to award to another Vendor if the Department is unable to execute a Contract with the initially or previously awarded Bidder.

2.9 Electronic Posting of Notice of Intent to Award

The Department will electronically post a 'Notice of Intent to Award' on VIP in accordance with the Timeline of Events. The 'Notice of Intent to Award' will remain posted for a period of 72 hours, not including Saturdays and Sundays or State holidays, as specified in section 110.117, Florida Statutes.

2.10 Contract Formation

The Department may issue a 'Notice of Intent to Award' to award Contract(s) to successful Bidder(s). However, no Contract shall be formed between a Bidder and the Department until both parties sign the Contract. The Department shall not be liable for any work performed before the Contract is effective.

The Department intends to enter into the Contract(s) with Bidder(s) pursuant to the 'Basis for Award' section of this solicitation. No additional documents submitted by a Bidder shall be incorporated in the Contract unless they are specifically identified, incorporated by reference, and approved by the Department. If any additional documents are submitted by the Bidder, the additional documents will not be considered for the Basis for Award.

2.11 Other Requirements Following Award

2.11.1 Registration with the Florida Department of State

If awarded a Contract, the Bidder shall provide a PDF file of its current and active registration with the Florida Department of State prior to execution of a Contract or, if exempt from registration, a statement to that effect noting the basis for the exemption. Bidders should note that foreign entities are required to obtain a Florida Certificate of Authorization pursuant to applicable Florida Statutes from the Florida Department of State, Division of Corporations, to transact business in the State of Florida. For additional information, please visit <https://dos.myflorida.com/sunbiz/>.

2.11.2 Florida Substitute Form W-9

It is the responsibility of the awarded Bidder to complete a Florida Substitute Form W-9 prior to execution of a Contract. The Internal Revenue Service receives and validates the information provided on the Florida Substitute Form W-9. For instructions on how to complete the Florida Substitute Form W-9, please visit <https://flvendor.myfloridacfo.com/>.

3 RESPONDING TO THE ITB

3.1 General Instructions

The PUR 1001, General Instructions to Respondents (10/06), is incorporated by reference and is accessible at https://www.dms.myflorida.com/content/download/2934/11780/PUR_1001_General_Instructions_to_Respondents.pdf.

3.2 Special Instructions

The following special instructions modify the general instructions provided in the incorporated PUR 1001. Paragraphs 8 and 13 of the PUR 1001 are inapplicable in their entirety. Paragraphs 3, 4, 5, 7, 9, 14, 15, 19, and 20 of the PUR 1001 are inapplicable and are replaced as follows:

4. Terms and Conditions. All Bids are subject to the terms of this solicitation, which, in case of conflict, will have the order of precedence listed in the 'Order of Precedence for Solicitation' section.

The Department will not accept any unrequested terms or conditions submitted by a Bidder, including any appearing in documents attached as part of a Bidder's response. In submitting its Bid, a Bidder agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect.

5. Questions. Questions shall be submitted in accordance with the 'Question Submission' section of this solicitation.

7. Convicted Vendor, Discriminatory Vendor, and Antitrust Violator Vendor Lists.

a. Convicted Vendor List.

Pursuant to section 287.133, Florida Statutes, a person or affiliate who has been placed on the Convicted Vendor List following a conviction for a public entity crime 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 Contractor, supplier, subcontractor, or consultant under a Contract with any public entity; and may not transact business

with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months following the date of being placed on the Convicted Vendor List.

b. Discriminatory Vendor List.

Pursuant to section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List may not submit a Bid, proposal, or reply on a Contract to provide any goods or services to a public entity; may not submit a Bid, proposal, or reply on a Contract with a public entity for the construction or repair of a public building or public work; may not submit Bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a Contract with any public entity; and may not transact business with any public entity.

c. Antitrust Violator Vendor List.

Pursuant to section 287.137, Florida Statutes, a person or an affiliate who has been placed on the Antitrust Violator Vendor List following a conviction or being held civilly liable for an antitrust violation may not submit a Bid, proposal, or reply for any new Contract to provide any goods or services to a public entity; may not submit a Bid, proposal, or reply for a new Contract with a public entity for the construction or repair of a public building or public work; may not submit a Bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a new Contract with a public entity; and may not transact new business with a public entity.

9. Bidder's Representation and Authorization. In submitting a Bid, each Bidder certifies that it understands, represents, and acknowledges the following:

- a. The Bidder is not currently under suspension or debarment by the State or any other governmental authority.
- b. The Bidder currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other Contract.
- c. The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any entity or person to submit a complementary or other noncompetitive Bid.
- d. The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other Bidder or potential Bidder; neither the prices nor amounts, actual or approximate, have been disclosed to any other Bidder or potential Bidder, and they will not be disclosed before the solicitation opening.
- e. The Bidder has fully informed the Department in writing of all convictions of the Bidder, its affiliates (as defined in section 287.133(1)(a), Florida Statutes), and all directors, officers, and employees of the Bidder and its affiliates for violation of any state or federal law involving a public entity crime (as defined in section 287.133(1)(g), Florida Statutes). This includes disclosure of the names of current employees who were convicted of public entity crimes while in the employ of another company.
- f. Neither the Bidder nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or in a position involving the administration of federal funds:
 - o Is presently indicted or, within the preceding three years, has been convicted or found guilty of, or found civilly liable for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or

- performing a federal, state, or local government transaction or public Contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
- Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.
 - g. The products and services offered by the Bidder conform to the specifications contained herein without exception.
 - h. The Bidder has read and understands the terms and conditions listed in the Draft Contract, and the submission is made in conformance with those terms and conditions.
 - i. If an award is made to the Bidder, the Bidder agrees that it will execute the Draft Contract.
 - j. The Bidder has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the Bid, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act, or other conduct inconsistent with any of the statements and representations made in the Bid.
 - k. The Bidder shall indemnify, defend, and hold harmless the Department, Customer, and their employees against any cost, damage, or expense which may be incurred or be caused by the Bidder's Bid (including any errors therein).
 - l. All information provided by, and representations made by, the Bidder are material and important and will be relied upon by the Department in awarding the Contract. Any misstatement may be treated as fraudulent concealment from the Department and Customers of the true facts relating to submission of the Bid. A misrepresentation may be punishable under law.

The Department reserves the right to deem the Bidder non-responsive or non-responsible based on any information provided in, or omitted from, the Bidder's Bid related to the certifications of this section.

14. Firm Response. The Department intends to make an award within sixty days after the date of the opening, during which period Bids shall remain firm and shall not be withdrawn. If award is not made within sixty days, the Bid shall remain firm until the Department enters into a Contract or the Department receives from the Bidder written notice that the Bid is withdrawn.

15. Clarifying Information. The Department may request, and Bidder shall provide, clarifying information or documentation. Failure to supply the information or documentation as requested may result in the Bid being deemed non-responsive.

19. Public Records. Article 1, section 24, Florida Constitution, guarantees every person access to all public records, and section 119.011, Florida Statutes, provides a broad definition of "public record." As such, the entirety of the Bids are public records and are subject to disclosure unless exempt from disclosure by law. If the Bidder considers any portion of its Bid to be Confidential Information, the Bidder is to mark the document as "confidential" and simultaneously provide the Department with a separate, redacted copy of its Bid. For each portion redacted, the Bidder is to briefly describe in writing the grounds for claiming exemption, including the specific statutory citation for such exemption. On the cover of the redacted copy, the Bidder is to provide its name

and the Department's solicitation name and number and clearly title it, "Redacted Copy." Only portions of material that the Bidder claims are Confidential Information are to be redacted.

In accordance with section 119.0701, Florida Statutes, Bids are exempt from production in response to public records requests until such time as the Department provides notice of an intended decision or until 30 days after opening the Bids, whichever is earlier. After that time, the Department will provide the redacted copy, if any, in response to a public records request.

In the event of a request for public records pursuant to Chapter 119, Florida Statutes, the Florida Constitution, or other authority, to which documents that are marked as "confidential" are responsive, the Department will provide the redacted copy to the requestor. If a requestor asserts a right to the redacted Confidential Information, the Department will notify the Bidder such an assertion has been made. It is the Bidder's responsibility to take the appropriate legal action to assert that the information in question is exempt from disclosure under Chapter 119, Florida Statutes, or other applicable law.

If the Department becomes subject to a demand for discovery or disclosure of documents that are marked as "confidential" in a legal proceeding, the Department will give the Bidder notice of the demand or request. It will be the Bidder's responsibility to take the appropriate legal action in response to the demand and to defend its claims of confidentiality. If the Bidder fails to take appropriate and timely action to protect the materials it has designated as Confidential Information, the Department will provide the unredacted materials to the requestor.

By submitting a Bid, the Bidder agrees to protect, defend, and indemnify the Department for all claims arising from or relating to the Bidder's determination that the redacted portions of its Bid are Confidential Information. If a Bidder fails to submit a redacted copy in accordance with this section, of information it claims is Confidential Information, the Department is authorized to produce the entire material submitted to the Department in response to a public records request for, or demand for discovery or disclosure of, these records.

20. Protests. Any protest concerning this solicitation should be made in accordance with sections 120.57(3) and 287.042(2), Florida Statutes, and Rule Chapter 28-110, F.A.C. Any communication not in accordance with these sections or the solicitation, including questions to the Procurement Officer, will not constitute formal notice of a protest.

3.3 Cost of Bid Preparation

The costs related to the development and submission of a Bid are the full responsibility of the Bidder and are not chargeable to the Department.

3.4 Independent Preparation

A Bidder shall not, directly or indirectly, collude, consult, communicate or agree with any other Bidder as to any matter related to the Bid each is submitting. Additionally, a Bidder shall not induce any other Bidder to modify, withdraw, submit, or not submit a Bid.

3.5 False or Erroneous Information

A Bidder who submits false or erroneous information may be deemed non-responsive and not awarded a Contract. If the Bidder's Bid is found to contain false or erroneous information after Contract award, the Contract may be terminated, and the Department may pursue any other legal action available.

ITB ATTACHMENTS

Attachment A, Scope of Work

Attachment B, Draft Contract

Attachment C, Cost Sheet (Group 1 – 7)

Attachment D, Special Contract Conditions

Attachment E, Additional Special Contract Conditions

Attachment F, Mandatory Responsive Requirements

Attachment G, Certification of Drug Free Workplace, if applicable

Attachment H, Price Quote Form (PQF)

Attachment I, Acknowledgment of Order Form

Required Documents to be submitted by vendor prior to ITB opening

Vendor's completed Attachment C, Cost Sheet (Group 1 – 7)

Vendor's completed Attachment F, Mandatory Responsive Requirements

Optional Documents to be submitted by vendor prior to ITB opening

Vendor's completed Attachment G, Certification of Drug Free Workplace (if applicable)