

**DEPARTMENTAL INPUT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION**

New
 OTR
 Sole Source
 Bid Waiver
 Emergency
 Previous Contract/Project No. 070-700-11-1
 Contract
 Re-Bid
 Other
 LIVING WAGE APPLIES: YES
 NO
 Requisition No./Project No.: RQID1500111
 TERM OF CONTRACT: 0 YEAR(S) WITH 0 YEAR(S) OTR

Requisition /Project Title: CONTRACT #070-700-11-1; MEDIUM AND HEAVY TRUCKS

Description: The Miami-Dade County Water and Sewer (WASD) is requesting to access a competitive contract from the State of Florida for purchase of ten (10) dump trucks.

Issuing Department: WASD Contact Person: Roddy Gomez Phone: 786-552-8567

Estimate Cost: \$1,205,313.00

Funding Source: GENERAL Proprietary
 FEDERAL
 OTHER

ANALYSIS

Commodity Codes: 070-54

Contract/Project History of previous purchases three (3) years
 Check here if this is a new contract/purchase with no previous history.

	<u>EXISTING</u>	<u>2ND YEAR</u>	<u>3RD YEAR</u>
Contractor:	<u>Tampa Truck Center LLC</u>		
Small Business Enterprise:			
Contract Value:	<u>\$</u>	<u>\$</u>	<u>\$</u>
Comments:	<u>6/2/2015 BCC approved access Item 8(F)(9)</u>		
Continued on another page (s): <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			

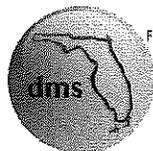
RECOMMENDATIONS

	<u>Set-aside</u>	<u>Sub-contractor goal</u>	<u>Bid preference</u>	<u>Selection factor</u>
SBE				

Basis of recommendation:

Signed: Lourdes Betancourt, CPPB Date sent to SBD: 7/22/2015

Date returned to DPM: _____



FLORIDA DEPARTMENT OF MANAGEMENT SERVICES

state purchasing

We serve those who serve Florida

4050 Esplanade Way
Tallahassee, Florida 32399-0950
Tel: 850.488.2786 | Fax: 850. 922.6149

Rick Scott, Governor

Craig J. Nichols, Agency Secretary

CERTIFICATION OF CONTRACT

TITLE: Medium & Heavy Trucks

CONTRACT NO.: 070-700-11-1

ITB NO.: 01-070-700-S

EFFECTIVE: October 5, 2010 through September 30, 2013

1ST RENEWAL: October 1, 2013 through September 30, 2016

CONTRACTOR(S):

Davidson Ford LTD dba Mike Davidson Ford (A)

Hub City Ford and Mercury, Inc. (H)

Navistar, Inc. (A)

Tampa Truck Center LLC (A)

A. **AUTHORITY** – Upon affirmative action taken by the State of Florida, Department of Management Services, a Contract has been executed between the State of Florida and the designated Contractors.

B. **EFFECT** – This Contract was entered into to provide economies in the purchase of Medium & Heavy Trucks by all State of Florida agencies and institutions. Therefore, in compliance with Section 287.042, Florida Statutes, all purchases of these commodities shall be made under the prices, terms and conditions of this Contract and with the Contractors specified.

C. **ORDERING INSTRUCTIONS** – All purchase orders shall be issued in accordance with the attached ordering instructions. Purchaser shall order at the prices indicated, exclusive of all Federal, State, and local taxes.

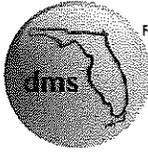
All Contract purchase orders shall show the State Purchasing Contract number, product number, quantity, description of item, with unit prices extended and purchase order totaled. (This requirement may be waived when purchase is made by a blanket purchase order.)

D. **CONTRACTOR PERFORMANCE** – Agencies shall report any vendor failure to perform according to the requirements of this Contract on Complaint to Vendor, form PUR7017. Should the vendor fail to correct the problem within a prescribed period of time, then form PUR7029, Request for Assistance, is to be filed with this office.

E. **SPECIAL AND GENERAL CONDITIONS** – Special and general conditions are enclosed for your information. Any restrictions accepted from the supplier are noted on the ordering instructions.

Authorized Signature (Date)

DSP/cd



Rick Scott, Governor

Craig J. Nichols, Agency Secretary

**AMENDMENT NO. 2 Renewal
To State Term Contract 070-700-11-1
Medium and Heavy Trucks**

This Amendment No. 2 (Amendment), is effective October 1, 2013, or the last date signed by both parties, to the Medium and Heavy Trucks Contract, No. 070-700-11-1, effective between the State of Florida, Department of Management Services (Department) and Contractor. The Department and Contractor are collectively referred to herein as the "Parties." All capitalized terms used herein shall have the meaning assigned to them in the Agreement, unless otherwise defined herein.

WHEREAS the Contract was originally entered on October 5, 2010 with the Contractor for the provision of medium and heavy trucks, and is scheduled to expire on September 30, 2013; and

WHEREAS upon mutual agreement, the Customer and the Contractor agree to amend the Contract, in accordance with section 4.26 of the State Term Contract; and

THEREFORE, in consideration of the mutual promises contained below, and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

1.0 Contract Amendment. Pursuant to section 4.26 of the State Term Contract, the State Term Contract No. 070-700-11-1, the current State Term Contract is renewed for three years effective October 1, 2013 and will expire September 30, 2016.

2.0 Effect. Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect.

3.0 Conflict. To the extent any of the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall supersede.

4.0 Warrant of Authority. Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.

5.0 Successors and Assigns. This Amendment shall be binding upon and inure to the benefit of the successors and permitted assignors of the parties hereto.

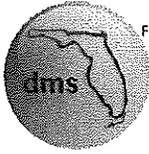
6.0 Entire Agreement. Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Amendment and the contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

State of Florida, Department of Management Services:

Contractor:

By: _____
Name: Kelley J. Scott
Title: Director of State Purchasing and
Chief Procurement Officer
Date: _____

By: _____
Name: _____
Title: _____
Date: _____



AMENDMENT NO. 1
To State Term Contract 070-700-11-1
Medium and Heavy Trucks

This Amendment No. 1 ("Amendment"), is effective October 1, 2013, or the last date signed by both parties, to the Medium and Heavy Trucks, No. 070-700-11-1, effective between the State of Florida, Department of Management Services (Department or Customer) and the Contractor. The Department and Contractor are collectively referred to herein as the "Parties." All capitalized terms used herein shall have the meaning assigned to them in the contract, unless otherwise defined herein.

WHEREAS the Contract was originally entered on October 5, 2010 with the Contractor for the provision of medium and heavy trucks, and is scheduled to expire on September 30, 2013; and

WHEREAS upon mutual agreement, the Customer and the Contractor agree to amend the Contract, in accordance with sections 4.42 Modification of terms and **5.14 Price Adjustments**; and

WHEREAS the Contractor agrees that should a replacement contract be established for these products prior to the expiration of the renewed contract, the replacement contract shall supersede the renewed contract.

THEREFORE, in consideration of the mutual promises contained below, and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

- 1.0 Contract Amendment.** Pursuant to sections 4.42 and 5.14 of the State Term Contract, the State Term Contract No. 070-700-11-1, the current price sheets are replaced with Exhibit A (revised price sheets) effective October 1, 2013. The original base unit prices are adjusted +4.0 percent. Additionally, federally mandated On Board Diagnostics (2014) surcharges are approved and shall not exceed \$600.00, \$875.00 or \$975.00 depending on the applicable engine series and confirmed through documentation provided by the awarded Contractor.
- 2.0 Effect.** Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect.
- 3.0 Conflict.** To the extent any of the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall supersede.
- 4.0 Warrant of Authority.** Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.
- 5.0 Reporting Requirements.** Section 5.15, of Contract No. 070-700-11-1, is superseded and entirely replaced with the following:

5.15 Sales Summary and Transaction Fee Reports.

Each Contractor shall submit a sales report on a Quarterly basis. Reporting periods coincide with the State Fiscal Year:

- Quarter 1 (July-September)
- Quarter 2 (October-December)
- Quarter 3 (January-March)
- Quarter 4 (April-June)

Each Quarterly Sales Report must be in Excel format and shall include:

- Contractor's name and contact information as required on the Department of Management Services "Contract Quarterly Report"
- Detail of time period covered by included data
- Total sales including detail of list price and contract price
- Transaction detail shall include the following:

Part Number/SKU	Your product part number if applicable
Item / Service Name	Given name of Item or Service
MFG	Manufacturer, Publisher, Service Provider
Item Category	Description of the product category, according to attached table
Item Subcategory	Additional grouping for item
Product Description	Additional detail for item
Customer Name	State Agencies, Universities, Political Subdivisions, Other Eligible Users
NIGP Code	National Institute of Government Procurement code
Florida Commodity Code	Florida Commodity Code
UOM	Unit of Measure
UOM Description	Description of unit of measure (see example)
Volume Quantity	Number of items/services purchased/provided
Order Date	Order date
Date Delivered	Delivered date to customer
Purchase Type	Purchase Order, Payment Card, Other
List Price	List price (Market + fee contracts use market price)
Contract Price	Contracted price with state per contract terms
Additional Fields	Any new information related to your company's products/services

Failure to provide quarterly and annual sales reports, including no sales, within thirty (30) calendar days following the end of each quarter and contract year may result in the contract supplier being found in default and cancellation of the contract by the Department. Upon request, the Contractor shall report to the Department, spend with certified and other minority business enterprises. Reports must include the period covered, the name, minority code and Federal Employer Identification Number of each minority vendor utilized during the period, commodities and services provided by the minority business enterprise, and the amount paid to each minority vendor on behalf of each purchasing agency ordering under the terms of this contract. Initiation and submission of the Contract Sales Summaries are the responsibility of the Contractor without prompting or notification by the Contract Manager. The Contractor will submit the completed Contract Sales Summary forms by email to the Contract Manager.

Additionally, each Contractor is required to submit monthly Transaction Fee Reports in electronic format. For information on how to submit Transaction Fee Reports online, please reference the instructions and vendor training presentations in the vendor section of the MyFloridaMarketPlace website at <http://dms.myflorida.com/mfmp>. Contact the MyFloridaMarketPlace Customer Service Desk at feeprocessing@myfloridamarketplace.com or 866-FLA-EPRO (866-352-3776) between the hours of 8:00 AM to 5:30 PM ET for additional assistance.

6.0 Employment Verification. Pursuant to State of Florida Executive Orders Nos.: 11-02 and 11-116, Contractor is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by the Contractor during the contract term. Also, Contractor shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the state contract utilize the E-Verify system to verify employment of all new employees hired by the subcontractor during the contract term.

7.0 Scrutinized Company List. In executing this contract, Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes. Pursuant to section 287.135(5), F.S., Contractor agrees the Department may immediately terminate this contract for cause if the Contractor is found to have submitted a false certification or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the contract.

8.0 Preferred Pricing. The Contractor agrees to submit to the Department, at least annually, an affidavit from an authorized representative attesting that the Contractor is in compliance with the preferred pricing provision in Section 4(b) of form PUR 1000.

9.0 SUCCESSORS AND ASSIGNS. This Amendment shall be binding upon and inure to the benefit of the successors and permitted assignors of the parties hereto.

10.0 ENTIRE AGREEMENT. Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Amendment and the contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

State of Florida,
Department of Management Services:

By: _____

Name: Kelley J. Scott

Title: Director of State Purchasing and Chief
Procurement Officer

Date: _____

Contractor

By: _____

Name: _____

Title: _____

Date: _____



Division of State Purchasing
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399-0950
Tel: 850.488.8440
Fax: 850.414-6122
www.dms.MyFlorida.com

Governor Charlie Crist

Secretary Linda H. South

CERTIFICATION OF CONTRACT

TITLE: Medium & Heavy Trucks

CONTRACT NO.: 070-700-11-1

ITB NO.: 01-070-700-S

EFFECTIVE: October 5, 2010 through September 30, 2013

CONTRACTOR(S):

Atlantic Ford Truck Sales, Inc dba Atlantic Truck Center (A)
Davidson Ford LTD dba Mike Davidson Ford (A)
Four Star Freightliner, Inc. (A)
Hub City Ford, Inc. (H)
Navistar, Inc. (A)
Tampa Truck Center LLC (A)

-
- A. **AUTHORITY** – Upon affirmative action taken by the State of Florida, Department of Management Services, a Contract has been executed between the State of Florida and the designated Contractors.
- B. **EFFECT** – This Contract was entered into to provide economies in the purchase of Medium & Heavy Trucks by all State of Florida agencies and institutions. Therefore, in compliance with Section 287.042, Florida Statutes, all purchases of these commodities shall be made under the prices, terms and conditions of this Contract and with the Contractors specified.
- C. **ORDERING INSTRUCTIONS** – All purchase orders shall be issued in accordance with the attached ordering instructions. Purchaser shall order at the prices indicated, exclusive of all Federal, State, and local taxes.
- All Contract purchase orders shall show the State Purchasing Contract number, product number, quantity, description of item, with unit prices extended and purchase order totaled. (This requirement may be waived when purchase is made by a blanket purchase order.)
- D. **CONTRACTOR PERFORMANCE** – Agencies shall report any vendor failure to perform according to the requirements of this Contract on Complaint to Vendor, form PUR7017. Should the vendor fail to correct the problem within a prescribed period of time, then form PUR7029, Request for Assistance, is to be filed with this office.
- E. **SPECIAL AND GENERAL CONDITIONS** – Special and general conditions are enclosed for your information. Any restrictions accepted from the supplier are noted on the ordering instructions.

Authorized Signature

(Date)

DSP/cw

We serve those who serve Florida.

Attachments

CONTRACT MANAGER / ADMINISTRATOR

NAME: CHRISTOPHER WALKER, CPPB, FCPM, FCPA, FCCM
TELEPHONE: (850) 488-7540
E-MAIL: christopher.walker@dms.myflorida.com

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- 5.0 SPECIAL CONDITIONS
- 6.0 TECHNICAL SPECIFICATIONS
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SECTION 1.0
INTRODUCTION

CONTENTS:

- 1.1 PURPOSE AND SCOPE**
- 1.2 TIMELINE**

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1.1 Purpose and Scope

The State of Florida ("State"), Department of Management Services ("Department"), invites interested Vendors, including Medium & Heavy Truck Manufacturers and Dealers / Certified Representatives, to submit Responses in accordance with these solicitation documents. The purpose of the solicitation is to establish a State Term Contract for the acquisition of Medium & Heavy Trucks with potential options for renewals as allowed by Chapter 287, Florida Statutes.

The intent is to obtain the most cost effective Medium & Heavy Trucks for the State of Florida while maximizing the quality and level of service. Qualified Vendors must have the capability to provide Medium & Heavy Trucks in all respects in accordance with the solicitation documents and to the satisfaction of the Department.

The State Term Contract period, if awarded, is anticipated to begin on the Contract Formation date, per Section 2.17, and to end September 30, 2013, with the potential options to renew per Chapter 287, Florida Statutes.

1.2 Timeline

Event	Event Date
Issue Solicitation within MyFloridaMarketPlace Sourcing Tool (Provide Notice within Vendor Bid System).	July 06, 2010
Questions from Respondents Due via Q&A Board within MyFloridaMarketPlace Sourcing Tool (No later than 4:00 pm ET).	July 12, 2010
Post Answers to Vendor Questions within MyFloridaMarketPlace Sourcing Tool and Vendor Bid System.	July 19, 2010
Solicitation Responses Due within MyFloridaMarketPlace Sourcing Tool (Some Required Documents via Mail or Courier) (No later than 2:00 pm ET).	August 12, 2010
Post Notice of Intended Award within Vendor Bid System (Per Section 2.13, Electronic Posting of Notice of Intended Award).	September 21, 2010
Contract Award.	Per Section 2.17, Contract Formation

DO NOT RELY ON THE MYFLORIDAMARKETPLACE SOURCING TOOL'S TIME REMAINING CLOCK. THE OFFICIAL SOLICITATION CLOSING TIME SHALL BE AS REFLECTED IN SECTION 1.2, TIMELINE. The response deadline(s) shall be as reflected in Section 1.2, Timeline, of this solicitation. The MyFloridaMarketPlace Sourcing Tool's time remaining clock is not the official submission date and time deadline, it is intended only to approximate the solicitation closing and may require periodic adjustments.

It is strongly recommended to submit your Response as early as possible. You should allow time to receive any requested assistance and to receive verification of your submittal; waiting until the last hours of the solicitation could impact the timely submittal of your Response.

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SECTION 2.0
GENERAL INSTRUCTIONS TO RESPONDENTS [PUR1001 (10/06)]

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- 2.7 CONVICTED VENDORS.**
- 2.8 DISCRIMINATORY VENDORS.**
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- 2.21 LIMITATION ON VENDOR CONTACT WITH AGENCY DURING SOLICITATION PERIOD.**

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2.1 Definitions. The definitions found in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

- (a) "Buyer" means the entity that has released the solicitation. The "Buyer" may also be the "Customer" as defined in the PUR 1000 if that entity meets the definition of both terms.
- (b) "Procurement Officer" means the Buyer's contracting personnel, as identified in the Introductory Materials.
- (c) "Respondent" means the entity that submits materials to the Buyer in accordance with these Instructions.
- (d) "Response" means the material submitted by the respondent in answering the solicitation.
- (e) "Timeline" means the list of critical dates and actions included in the Introductory Materials.

2.2 General Instructions. Potential respondents to the solicitation are encouraged to carefully review all the materials contained herein and prepare responses accordingly.

2.3 Electronic Submission of Responses. Respondents are required to submit responses electronically. For this purpose, all references herein to signatures, signing requirements, or other required acknowledgments hereby include electronic signature by means of clicking the "Submit Response" button (or other similar symbol or process) attached to or logically associated with the response created by the respondent within MyFloridaMarketPlace. The respondent agrees that the action of electronically submitting its response constitutes:

- an electronic signature on the response, generally,
- an electronic signature on any form or section specifically calling for a signature, and
- an affirmative agreement to any statement contained in the solicitation that requires a definite confirmation or acknowledgement.

2.4 Terms and Conditions. All responses are subject to the terms of the following sections of this solicitation, which, in case of conflict, shall have the order of precedence listed:

- Technical Specifications,
- Special Conditions and Instructions,
- Instructions to Respondents (PUR 1001),
- General Conditions (PUR 1000), and
- Introductory Materials.

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

2.5 Questions. Respondents shall address all questions regarding this solicitation to the Procurement Officer. Questions must be submitted via the Q&A Board within MyFloridaMarketPlace and must be RECEIVED NO LATER THAN the time and date reflected on the Timeline. Questions shall be answered in accordance with the Timeline. All questions submitted shall be published and answered in a manner that all respondents will be able to view. Respondents shall not contact any other employee of the Buyer or the State for information with respect to this solicitation. Each respondent is responsible for monitoring the MyFloridaMarketPlace site for new or changing information. The Buyer shall not be bound by any verbal information or by any written information that is not contained within the solicitation documents or formally noticed and issued by the Buyer's contracting personnel. Questions to the Procurement Officer or to any Buyer personnel shall not constitute formal protest of the specifications or of the solicitation, a process addressed in paragraph 19 of these Instructions.

2.6 Conflict of Interest. This solicitation is subject to chapter 112 of the Florida Statutes. Respondents shall disclose with their response the name of any officer, director, employee or other agent who is also an employee of the State. Respondents shall also disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the respondent or its affiliates.

2.7 Convicted Vendors. A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the following for a period of 36 months from the date of being placed on the convicted vendor list:

- submitting a bid on a contract to provide any goods or services to a public entity;
- submitting a bid on a contract with a public entity for the construction or repair of a public building or public work;
- submitting bids on leases of real property to a public entity;
- being awarded or performing work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and
- transacting business with any public entity in excess of the Category Two threshold amount (\$25,000) provided in section 287.017 of the Florida Statutes.

2.8 Discriminatory Vendors. An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134 of the Florida Statutes may not:

- submit a bid on a contract to provide any goods or services to a public entity;
- submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- submit bids on leases of real property to a public entity;
- be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or
- transact business with any public entity.

2.9 Respondent's Representation and Authorization. In submitting a response, each respondent understands, represents, and acknowledges the following (if the respondent cannot so certify to any of following, the respondent shall submit with its response a written explanation of why it cannot do so).

- The respondent is not currently under suspension or debarment by the State or any other governmental authority.
- To the best of the knowledge of the person signing the response, the respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
- Respondent currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
- The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.
- The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other respondent or potential respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any respondent or potential respondent, and they will not be disclosed before the solicitation opening.

- The respondent has fully informed the Buyer in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a) of the Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.
- Neither the respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:
 - Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged 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.
- The product offered by the respondent will conform to the specifications without exception.
- The respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.
- If an award is made to the respondent, the respondent agrees that it intends to be legally bound to the Contract that is formed with the State.
- The respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, 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 response.
- The respondent shall indemnify, defend, and hold harmless the Buyer and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the respondent's preparation of its bid.
- All information provided by, and representations made by, the respondent are material and important and will be relied upon by the Buyer in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Buyer of the true facts relating to submission of the bid. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817 of the Florida Statutes.

2.10 Manufacturer's Name and Approved Equivalents. Unless otherwise specified, any manufacturers' names, trade names, brand names, information or catalog numbers listed in a specification are descriptive, not restrictive. With the Buyer's prior approval, the Contractor may provide any product that meets or exceeds the applicable specifications. The Contractor shall demonstrate comparability, including appropriate catalog materials, literature, specifications, test data, etc. The Buyer shall determine in its sole discretion whether a product is acceptable as an equivalent.

2.11 Performance Qualifications. The Buyer reserves the right to investigate or inspect at any time whether the product, qualifications, or facilities offered by Respondent meet the Contract requirements. Respondent shall at all times during the Contract term remain responsive and responsible. In determining Respondent's responsibility as a vendor, the agency shall consider all information or evidence which is gathered or comes to the attention of the agency which demonstrates the Respondent's capability to fully satisfy the requirements of the solicitation and the contract.

Respondent must be prepared, if requested by the Buyer, to present evidence of experience, ability, and financial standing, as well as a statement as to plant, machinery, and capacity of the respondent for the production, distribution, and servicing of the product bid. If the Buyer determines that the conditions of the solicitation documents are not complied with, or that the product proposed to be furnished does not meet the specified requirements, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, the Buyer may reject the response or terminate the Contract. Respondent may be disqualified from receiving awards if respondent, or anyone in respondent's employment, has previously failed to perform satisfactorily in connection with public bidding or contracts. This paragraph shall not mean or imply that it is obligatory upon the Buyer to make an investigation either before or after award of the Contract, but should the Buyer elect to do so, respondent is not relieved from fulfilling all Contract requirements.

2.12 Public Opening. Responses shall be opened on the date and at the location indicated on the Timeline. Respondents may, but are not required to, attend. The Buyer may choose not to announce prices or release other materials pursuant to s. 119.071(1)(b), Florida Statutes. Any person requiring a special accommodation because of a disability should contact the Procurement Officer at least five (5) workdays prior to the solicitation opening. If you are hearing or speech impaired, please contact the Buyer by using the Florida Relay Service at (800) 955-8771 (TDD).

2.13 Electronic Posting of Notice of Intended Award. Based on the evaluation, on the date indicated on the Timeline the Buyer shall electronically post a notice of intended award at http://fcn.state.fl.us/owa_vbs/owa/vbs_main_menu. If the notice of award is delayed, in lieu of posting the notice of intended award the Buyer shall post a notice of the delay and a revised date for posting the notice of intended award. Any person who is adversely affected by the decision shall file with the Buyer a notice of protest within 72 hours after the electronic posting. The Buyer shall not provide tabulations or notices of award by telephone.

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

2.15 Clarifications/Revisions. Before award, the Buyer reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of submissions from all respondents deemed eligible for Contract award. Failure to provide requested information may result in rejection of the response.

2.16 Minor Irregularities/Right to Reject. The Buyer reserves the right to accept or reject any and all bids, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if the Buyer determines that doing so will serve the State's best interests. The Buyer may reject any response not submitted in the manner specified by the solicitation documents.

2.17 Contract Formation. The Buyer shall issue a notice of award, if any, to successful respondent(s), however, no contract shall be formed between respondent and the Buyer until the Buyer signs the Contract. The Buyer shall not be liable for any costs incurred by a respondent in preparing or producing its response or for any work performed before the Contract is effective.

2.18 Contract Overlap. Respondents shall identify any products covered by this solicitation that they are currently authorized to furnish under any state term contract. By entering into the Contract, a Contractor

authorizes the Buyer to eliminate duplication between agreements in the manner the Buyer deems to be in its best interest.

2.19 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, all responses to a competitive solicitation are public records unless exempt by law. Any respondent claiming that its response contains information that is exempt from the public records law shall clearly segregate and mark that information and provide the specific statutory citation for such exemption.

2.20 Protests. Any protest concerning this solicitation shall be made in accordance with sections 120.57(3) and 287.042(2) of the Florida Statutes and chapter 28-110 of the Florida Administrative Code. Questions to the Procurement Officer shall not constitute formal notice of a protest. It is the Buyer's intent to ensure that specifications are written to obtain the best value for the State and that specifications are written to ensure competitiveness, fairness, necessity and reasonableness in the solicitation process.

Section 120.57(3)(b), F.S. and Section 28-110.003, Fla. Admin. Code require that a notice of protest of the solicitation documents shall be made within seventy-two hours after the posting of the solicitation.

Section 120.57(3)(a), F.S. requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."

Section 28-110.005, Fla. Admin. Code requires the following statement to be included in the solicitation: "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."

2.21 Limitation on Vendor Contact with Agency During Solicitation Period. Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

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SECTION 3.0
SPECIAL INSTRUCTIONS TO RESPONDENTS

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