Invitation to Bid (ITB) No. ITB DOL 26 27 08

Solicitation Title: MX1100 Maintenance/Supplies, CD800 Supplies, and Halo Supplies

Edward Rondeau, Procurement Officer

407 S. Calhoun Street, SB-8 Mayo Building

Tallahassee, FL 32399-0800

Bids@FDACS.gov

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. Protests must be filed with the Agency Clerk, Florida Department of Agriculture and Consumer Services, The Holland Building, 600 South Calhoun Street, Tallahassee, Florida 32399.

SECTION 1.0 INTRODUCTORY SECTION

1.1. Statement of Purpose

The Florida Department of Agriculture and Consumer Services (FDACS or Department), Division of Licensing (DOL) seeks to obtain competitive bids for the purchase and delivery of MX1100 Maintenance/Supplies, CD800 Supplies, and Halo Supplies. This Invitation to Bid (ITB) and all activities leading toward the anticipated issuance of a purchase order are conducted pursuant and subject to Chapter 287, Florida Statutes (F.S.), and Rule Chapter 60A-1, Florida Administrative Code (F.A.C.).

This solicitation will be administered through the Vendor Information Portal (VIP) at https://vendor.myfloridamarketplace.com/search/bids. The Department will utilize the VIP as the centralized procurement website for electronic posting of agency solicitations, decisions and intended decisions in accordance with Rule 60A-1.021, F.A.C.

The Department intends to make a single award or to make no award, as determined to be in the best interest of the State.

1.2. Timeline

The table below contains the timeline of events for this solicitation. The dates and times within the Timeline are subject to change. Modifications by the Department will be issued by written addenda. It is the responsibility of the Vendor to check for any changes on the VIP. All required actions must be completed by the date and time indicated on the Timeline. All times listed are Eastern Time (ET).

<table>
<tr><th>EVENT</th><th>DATE/TIME</th><th>LOCATION</th></tr>
<tr><td>Release of ITB</td><td>June 9, 2026</td><td>Vendor Information Portal
https://vendor.myfloridamarketplace.com/search/bids</td></tr>
<tr><td>Last day for Vendors to Submit Questions</td><td>June 16, 2026
By 5:00 PM</td><td>Florida Department of Agriculture and Consumer Services
Email: Bids@FDACS.gov</td></tr>
<tr><td>Anticipated Posting of Written Responses to Vendors Questions</td><td>June 17, 2026</td><td>Vendor Information Portal
https://vendor.myfloridamarketplace.com/search/bids</td></tr>
<tr><td>Sealed Bids Due</td><td>June 23, 2026
By 5:00 PM</td><td rowspan="2">Florida Department of Agriculture and Consumer Services – Mayo Building
407 S. Calhoun Street, SB-8
Tallahassee, Florida 32399-0800</td></tr>
<tr><td rowspan="2">Public Bid Opening</td><td rowspan="2">June 24, 2026
At 9:30</td></tr>
<tr><td>Teleconference Number: (877) 273-4202
Conference Room Number: 585 608 901</td></tr>
<tr><td>Anticipated Posting of Recommended Award</td><td>TBD</td><td>Vendor Information Portal
https://vendor.myfloridamarketplace.com/search/bids</td></tr>
</table>

1.3. Procurement Officer

The Procurement Officer, acting on behalf of the FDACS, is the sole point of contact for official meetings, questions, and all procurement related matters relating to this solicitation.

The Procurement Officer for this ITB is:

Edward Rondeau, Procurement Officer
Florida Department of Agriculture and Consumer Services
Email: Bids@FDACS.gov

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

1.4. Mandatory Requirements

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

1.5. Conflicts and Order(s) of Precedence

All bids are subject to the terms of the following provisions of this ITB, which are hereby incorporated by reference, and in case of conflict shall have the following order of precedence:

1) Addenda, in reverse order of issuance,
2) ITB, including attachments,
3) PUR 1001, General Instructions to Respondents, and
4) PUR 1000, General Contract Conditions.

SECTION 2.0 TECHNICAL SPECIFICATIONS

2.1. Specifications

This ITB seeks a vendor to provide printer maintenance services and printing supplies in support of the Division of Licensing's MX1100 and CD800 card issuance systems, and the BadgePass Halo equipment in accordance with the specifications listed herein.

Item 1: Yearly Enhanced Support and Maintenance

The vendor shall provide an enhanced support and maintenance option to include software assurance for all installed components of the DataCard Card Issuance System, parts, labor, and travel.

Service personnel must:

- Have current Entrust DataCard certification for the DataCard Card Issuance System.
- Be factory trained on maintenance and repair of the DataCard Card Issuance System.
- Be able to be onsite at 4050 Esplanade Way, Tallahassee, Florida, within one (1) hour of receiving a report of a problem.

The vendor must:

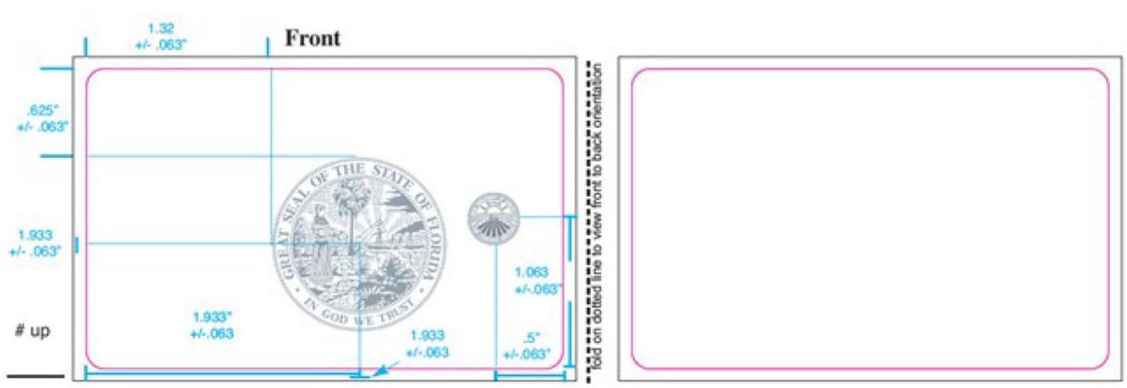
- Provide to the Department a toll-free phone number to report problems Monday through Friday, 11 hours per day – 7:00 a.m., Eastern Time (ET) to 6:00 p.m., ET.
- Adhere to a Returned to Service (RTS) window of four (4) hours. If this condition cannot be accomplished, Division of Licensing leadership must be notified and approve extending the RTS window.
- Schedule routine maintenance with the Division of Licensing at least two (2) weeks ahead of the downtime. Routine maintenance must be scheduled at a time that will cause minimum impact for the Division of Licensing license printing process.

<u>Item 2: Composite Cards</u>

Quantity: 500,000 cards

Description: Composite Cards as follows:

- Overlaminated
- 30 MIL CR80 x .030
- 2 color front (approximately PMS429 and PMS 294)
- No color back
- Composite 40% Polyester 60% PVC -- 2.125” x 3.375”
- Embedded microdot text security
- +/- .063 tolerance allowable for movement during production
- Artwork will **not** be provided
- FDACS logo will be provided
- Microdot FDACS logo and State Seal placement per images below:



- Cards must be shrink wrapped in lots of 100 cards and boxed 5 lots (500 cards) per box

- First shipment of 200,000 cards must be received within thirty (30) days of the receipt of the purchase order
- Vendor must keep 50,000 cards (100 boxes) on hand for the duration of the contract
- Cards must be stored in a climate-controlled environment per the manufacture's recommendations
- Remaining cards shall be shipped quarterly (100,000 per shipment)
  - Quarterly shipment dates to be determined by the Division of Licensing and the vendor

Item 3: Color Ribbon

Quantity: Approximately 166 rolls (Projected Annual Print Volume - 500,000 Cards)

Description: Color Ribbon – YMC (#566149-002) (Yield 3,000 Per Roll)

This item must be certified Entrust DataCard ribbon and specifically intended for use with the DataCard Card Issuance System. Vendor must keep enough of this item on hand for the duration of the contract to print 50,000 cards. This item must be stored in a climate-controlled environment per the manufacturer's recommendations.

Item 4: Black Monochrome Ribbon

Quantity: Approximately 98 rolls (Projected Annual Print Volume - 500,000 Cards)

Description: Black Monochrome Ribbon (#506874-101) (Yield 5,100 Per Roll)

This item must be certified Entrust DataCard ribbon and specifically intended for use with the DataCard Card Issuance System. Vendor must keep enough of this item on hand for the duration of the contract to print 50,000 cards. This item must be stored in a climate-controlled environment per the manufacturer's recommendations.

Item 5: Custom Holographic Laminate

Quantity: Approximately 300 rolls (Projected Annual Print Volume - 500,000 Cards)

Description: Custom Holographic Laminate (#559467-037) (Yield 1,650 Per Roll)
- Custom DuraGard OpiSelect Laminate
- 1.0 mil.
- OVD/holographic front laminate
- Registered
- Full card yield

This item must be certified Entrust DataCard laminate and specifically intended for use with the DataCard Card Issuance System. Vendor must keep enough of this item on hand for the duration of the contract to print 50,000 cards. This item must be stored in a climate-controlled environment per the manufacturer's recommendations.

Item 6: Cleaning Sleeve

Quantity: Approximately 40 packs (Projected Annual Print Volume - 500,000 Cards)

Description: Cleaning Sleeve (#569946-001) (5 Sleeves Per Pack - Yield 12,500 Per Pack)

This item must be a certified Entrust DataCard product and specifically intended for use with the DataCard Card Issuance System. Vendor must keep enough of this item on hand for the duration of the contract to print 50,000 cards. This item must be stored in a climate-controlled environment per the manufacturer's recommendations.

Item 7: Cleaning Roller

Quantity: Approximately 3 rollers (Projected Annual Print Volume - 500,000 Cards)

Description: Cleaning Roller (#517277-001) (Yield 200,000 Per Roller)

This item must be a certified Entrust DataCard product and specifically intended for use with the DataCard Card Issuance System. Vendor must keep enough of this item on hand for the duration of the contract to print 50,000 cards. This item must be stored in a climate-controlled environment per the manufacturer's recommendations.

Item 8: Stickers, Card Affixing, MXD, Zone Coated Double-sided Adhesive Stickers

Quantity: Approximately 33 units (Projected Annual Print Volume - 500,000 Cards)

Description: Stickers, Card Affixing, MXD, Zone Coated Double-sided Adhesive Stickers (#558734-301) (Yield 15,200 Stickers)

This item must be a certified Entrust DataCard product and specifically intended for use with the DataCard Card Issuance System. Vendor must keep enough of this time on hand for the duration of the contract to print 50,000 cards. This item must be stored in a climate-controlled environment per the manufacturer's recommendation.

Item 9: BadgePass Halo Print Ribbon Kits

Quantity: 500 kits

Description: BadgePass Halo YMCKT-KT Print Ribbon Kits (Yield 350) (525100-005-S100) (BIM029081).

- 5 Panel Ribbon Kit, color front/black back, yield of 350 (BIM029081)
- Full card yield
- Cleaning sleeve
- Cleaning card

This item is for the BadgePass Halo color duplex printers. It must be optimized for use with that printer and produced by the same manufacturer as the manufacturer of Item 10. Vendor must keep 100 ribbon kits on hand for the duration of the contract. This item must be stored in a climate-controlled environment per the manufacturer's recommendations.

Item 10: Entrust DataCard Custom DuraGard OptiSelect Laminate

Quantity: 200 rolls

Description: Entrust DataCard Custom DuraGard OptiSelect Laminate (#508694-021)
- OVD/holographic front laminate
- Custom DuraGard laminate, 1.0 mil.
- Registered
- Full card yield

This item is for the DataCard CD800 and BadgePass Halo color duplex printers. It must be original and from the same manufacturer as the manufacturer of Item 9. Vendor must keep 100 custom laminate rolls on hand for the duration of the contract. This item must be stored in a climate-controlled environment per the manufacturer's recommendations

2.2. Estimated Quantities

The quantities provided in this ITB are estimates only and are to be used as a guideline. The Department reserves the right to deviate from the quantities listed herein, as needed; the Department assigned purchase order shall be the official determination of final quantities.

2.3. Initial Term and Renewal Term

The Department anticipates issuing a purchase order as a result of this ITB for an initial one (1) year term. Upon mutual agreement of both Parties, the purchase order may be renewed in one-year increments, at the same terms and conditions, not to exceed three (3) renewal years in addition to the initial one-year term.

2.4. Delivery Instructions

Delivery of all items shall be to:

Florida Department of Agriculture and Consumer Services
Division of Licensing
4050 Esplanade Way, Suite 190
Tallahassee, Florida 32399

Delivery of supplies must commence no later than 90 of days from receipt of the Department's executed purchase order. Price for delivery of all items as specified herein, shall be included in the FIRM FIXED UNIT PRICE of each. The Department shall not pay separate delivery fee(s) associated with the delivery of any item listed in this ITB.

SECTION 3.0 INVITATION TO BID PROCESS

3.1. Advertisement

This ITB is hereby advertised on the State of Florida VIP. To find the ITB or other related information, enter Agency "Department of Agriculture" and click on "Advertisement Search" at the bottom of the web page. If unable to download the document(s), contact the Department's Procurement Officer listed in Section 1.3.

3.2. Special Accommodations

Any person with a disability requiring special accommodations at the bid opening shall contact the Procurement Officer listed in Section 1.3, Procurement Officer, at least five (5) working days prior to the event. If you are hearing or speech impaired, please contact this office by using the Florida Relay Services which can be reached at (800) 955-8771 (TTY) or visit https://www.ftri.org/relay for assistance.

3.3. General Instructions to Respondents (PUR 1001)

Any terms and conditions set forth within this ITB document shall supersede all conflicting terms and conditions set forth within the PUR 1001, unless the conflicting term/condition is required by any section of the Florida Statutes, in which case the term/condition required by Florida Statutes shall take precedence. Specific references to MyFloridaMarketPlace (MFMP) usage for this ITB as stated in paragraphs 3 and 5 of the PUR 1001, General Instructions to Respondents, are not applicable.

3.4. Vendor Questions

The Procurement Officer, acting on behalf of the Department, is the sole point of contact for official meetings, questions, and all procurement related matters relating to this solicitation from the date of the release of the solicitation until the Department's Notice of Agency Decision is posted on the VIP.

Questions related to this ITB, or requests for approved equivalents (if applicable), must be received in writing, via email, by the Procurement Officer listed in Section 1.3, Procurement Officer, within the time indicated in Section 1.2, Timeline. Verbal Questions, or those submitted after the period specified in the Timeline, will not be acknowledged.

Responses to written questions will be published on the VIP on or about the date referenced in Section 1.2, Timeline.

3.5. Addenda

If the Department deems it necessary to supplement, modify, or interpret any portion of the solicitation documents or exhibits, addenda, and materials relative to this ITB the information will be published on the VIP as a written addendum. Any addenda issued in relation to this ITB shall thereby become part of the final bid specifications and requirements.

Interested parties are responsible for monitoring this site for new, changing, or clarifying information relative to this solicitation.

3.6. MyFloridaMarketPlace (MFMP) Registration

Each vendor desiring to sell commodities or contractual services as defined in Section 287.012, F.S., to the State is prequalified to do so and shall register in the MFMP system. Information about the registration process is available, and registration may be completed, at the MFMP website: Vendor Information Portal (https://vendor.myfloridamarketplace.com/). Interested persons lacking internet access may request assistance from the MFMP Customer Service at (866) 352-3776.

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

- 14111507 - Cards
- 44102900 - Sleeves and Rollers
- 44103100 - Printer and facsimile and photocopier supplies
- 46151600 - Security and control equipment
- 46151715 - Fingerprint equipment
- 81112201 - Maintenance

3.7. Vendor Substitute W-9

The Florida Department of Financial Services (DFS) requires all vendors that conduct business with the State of Florida to electronically submit a Substitute W-9 Form to https://flvendor.myfloridacfo.com. Forms and answers to frequently asked questions are located on the website once a registration has been completed. DFS may assist vendors with questions and can be reached at (850) 413-5519 or FLW9@myfloridacfo.com.

The awarded vendor must have a valid W-9 on file with the DFS prior to issuance of a purchase order or contract. This may be completed by the vendor post-award and is not something which the Department will consider in determining the responsiveness of a bid.

3.8. Cost of Bid Preparation

Neither the Department nor the State of Florida is liable for any costs incurred by a vendor in response to this ITB.

3.9. Instructions for Bid Submittal

Each bid response shall be prepared simply and economically, providing a straightforward, concise delineation of the vendor's capabilities to satisfy the requirements of this ITB. Elaborate bindings, colored displays, and promotional material are discouraged. Emphasis in each bid must be on completeness and clarity of content. To expedite the review of bids, it is essential that vendors follow the format and instructions provided below.

1) Bids may be sent by U.S. mail, courier, overnight or hand delivered to:
   Florida Department of Agriculture and Consumer Services
   407 S. Calhoun Street, SB-8 Mayo Building
   Tallahassee, Florida 32399-0800

2) **Electronic (email/fax) submission of bids will not be accepted for the ITB.**

3) All bids must be submitted in a sealed envelope/package with the relevant ITB number clearly marked on the outside of the envelope/package.

4) It is the vendor's responsibility to assure its bid submittal is delivered to the proper place and time as stipulated in Section 1.2, Timeline.

5) Late bids will not be accepted.

Bids may be delivered by United States Postal Service (USPS) mail, courier (FedEx/UPS), or hand delivered to the Mayo Building; however, vendors are cautioned shipment via USPS may not be guaranteed to be received by the Department on the scheduled due date / time.

BIDS MUST BE RECEIVED IN THE PURCHASING OFFICE BY THE DESIGNATED DATE AND TIME LISTED THAT SEALED BIDS ARE DUE IN SECTION 1.2, TIMELINE. POSTMARKED OR CLOCKED IN BY FEDEX, UPS, OR U.S. POSTAL SERVICE IS NOT ACCEPTABLE FOR BEING RECEIVED IN THE PURCHASING OFFICE.

3.10. Vendor Acknowledgement

By submission of a signature on the Department's Acknowledgment Form, the vendor certifies that they comply with all terms and conditions contained herein. The bid must contain the original signature of an authorized representative who can legally bind the vendor. The product offered by the vendor will conform to the specifications of this ITB without exception. **Vendors must include Attachment A – FDACS Acknowledgement Form, with their bid submission.**

3.11. Price Sheet

Vendor shall complete, sign, and return Attachment B - Price Sheet. Bid prices must be firm and be inclusive of all packaging, handling, shipping and delivery charges, environmental and fuel service fees, and any other relevant and related charges.

No remuneration is available to the vendor beyond the bid price for all specifications and considerations in response to this ITB, as outlined herein. Vendors will be strictly held to the prices of their bid. The contents of this ITB and vendor bid submission will become a contractual obligation upon execution of the purchase order.

Quantities referred to are estimated quantities. If the Price Sheet stipulates a unit price, the Department reserves the right to increase or decrease the quantities and amounts. No guarantee is made regarding actual orders issued for items or quantities. The FDACS shall not be responsible for Vendor inventory or order commitment.

If a submitted Price Sheet includes inconsistencies, inaccuracies, or is incomplete, it may be rejected by the Department. All calculations will be reviewed and verified. The Department may correct mathematical errors, however, in the event of any miscalculation, unit prices shall prevail.

3.12. Vendor Generated Terms and Conditions

The Department objects to and shall not consider nor accept any different or additional terms or conditions submitted by a vendor, including any appearing in documents attached as part of a vendor's bid. In submitting a bid, the vendor expressly agrees that any additional or different terms or conditions, whether submitted by the vendor intentionally or inadvertently, shall have no force and effect and shall be grounds for rejecting a bid. Vendor's failure to agree to or comply with the Department's terms and conditions, including those specifying information that must be submitted with a bid, shall be grounds for rejecting a bid.

The purchase order or contract issued by the Department as a result of this ITB shall incorporate all terms and conditions identified herein. No oral agreements or representations shall be valid or binding upon the Department or the vendor unless expressly contained herein or by a written addendum published on VIP by the Department to this ITB.

3.13. Public Records

All documents submitted in response to this ITB shall be considered public record pursuant to Chapter 119, F.S.

3.14. Disclosure of Bid Submittal Contents

All documentation produced as part of this solicitation shall become the exclusive property of the Department and may not be removed by the vendor or its agents or returned. The Department shall have the right to use any or all ideas, or adaptations of the ideas, presented in any bid. Selection or rejection of a bid shall not affect this right.

3.15. Bid Opening

Bids are due, and will be publicly opened, at the time, date, and location specified in Section 1.2, Timeline. Bid responses received late (after bids are due) will not be accepted, nor considered, and modification by the Bidder of submitted bids will not be allowed, unless the Department has made a request for additional information. Department staff will not be held responsible for the inadvertent opening of a bid response if it is not properly sealed, addressed, or identified.

The bid opening will be available via teleconference or in person. Attendance is not required for submission or consideration. Any person who wants to attend the bid opening in person should contact the Procurement Officer listed in Section 1.3, for building access and parking instructions. In person attendees requiring special accommodations will need to follow the steps outlined in Section 3.2, Special Accommodations.

3.16. Bid Evaluation

Bids that do not meet all requirements, specifications, terms, and conditions of this ITB or fail to provide all required information, documents, or materials may be rejected and deemed non-responsive.

The Department may request, and the vendor shall provide, clarifying information or documentation. Failure to timely supply the information or documentation as requested may result in the bid being deemed non-responsive.

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

3.17. Viewpoint Consideration Prohibited

The Department may not request documentation of or consider a vendor’s social, political, or ideological interests when determining if the vendor is a responsible vendor. The Department may not give a preference based upon a vendor’s social, political, or ideological interests.

3.18. The Florida Based Business Preference

When commodities are to be procured using state funds, pursuant to Section 287.084, F.S., the lowest responsible and responsive vendor whose principal place of business is located within the State of Florida is entitled to a preference over the lowest responsible and responsive bid submitted by a vendor whose principal place of business is located outside of this state. The preference will be determined as follows:

1) If the lowest bid is submitted by a vendor whose principal place of business is located outside of the State of Florida, and that state or political subdivision grants a preference to vendors whose principal place business is with that state or political subdivision, the preference given to the lowest vendor whose principal place of business is within the State of Florida shall be equal to that granted in the other state or political subdivision.

2) If the lowest bid is submitted by a vendor whose principal place of business is located outside the State of Florida, and that state does not grant a preference to vendors having a principal place of business in that state, the preference granted to the lowest responsible and responsive vendor having a principal place of business within the State of Florida shall be five percent (5%).

3) **A vendor whose principal place of business is outside of the State of Florida** must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts. **Failure to submit this letter will result in disqualification of the bid.**

3.19. Basis of Award

An award shall be made to the responsive and responsible vendor with the lowest Initial Term Total Price, as specified in **Attachment B - Price Sheet** for all specifications and considerations in response to this ITB. An award from this bid does not constitute an official purchase order, contract, agreement, or commitment on behalf of the State.

In the event the vendor with the lowest Initial Term Total Price is found non-responsive, the Department may proceed to the next responsive vendor with the lowest Initial Term Total Price and continue the award process.

3.20. Less Than Two Responsive Bids

In the event the Department receives less than two (2) responsive bids for commodity or contractual services purchases, the Department reserves the right to negotiate on the best terms and conditions pursuant to Section 287.057(6), F.S.

3.21. Bid Rules for Withdrawal

A submitted bid may be withdrawn by submitting a written request for its withdrawal to the Department. The withdrawal request must be signed by an authorized representative of the vendor and must be received within 72 hours after the bid submission date indicated in Section 1.2, Timeline. Any submitted bid shall remain valid for 90 calendar days from the bid submission date.

3.22. Verbal Instruction Procedure / Discussions

The Vendor shall not initiate or execute any negotiation, decision, or action arising from any verbal discussion with any State of Florida employee. Only written communications from the Department's Procurement Officer are considered duly authorized expressions on behalf of the State.

Additionally, only written communications from a vendor are recognized as duly authorized expressions on behalf of the Vendor. Any discussion by a Vendor with any employee, or representative of the Department, involving cost or price information, occurring prior to the Department publishing the Notice of Agency Decision, may result in rejection of said Vendor's bid.

3.23. No Prior Involvement and Conflict of Interest

Section 287.057(19)(c), F.S., states, "A person who receives a contract that has not been procured in accordance with subsections (1)-(3) to perform a feasibility study of the potential implementation of a subsequent contract, who participates in the drafting of a solicitation or who develops a program for future implementation, is not eligible to contract with the agency for any other contracts dealing with that specific subject matter, and any firm in which such person has any interest is not eligible to receive such contract. However, this prohibition does not prevent a vendor who responds to a request for information from being eligible to contract with an agency."

The Department considers participation in a solicitation to be any actions related to the decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or functioning in any other advisory capacity.

The vendor shall not compensate, in any manner, directly or indirectly, any officer, agent or employee of the Department, for any act or service, which they may do, or perform, for, or on behalf of, any officer, agent or employee of the vendor. Officers, agents, or employees of the Department shall not have any interest, directly or indirectly, in any contract or purchase made, or authorized to be made, by anyone for, or on behalf of, the Department.

The vendor shall have no interest, and shall not acquire any interest, that conflicts in any manner, or degree, with the performance of the services required under this ITB.

3.24. Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters for Expenditure of Federal Funds Tie Bids

Any vendor submitting a response to this ITB **MUST** complete and sign form FDACS-01522, **Attachment C - Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters for Expenditure of Federal Funds** and enclose it with its bid. The Certification for Lobbying is required for expenditures $100,000 and above. The Certification for Debarment and Suspension and Other Responsibility Matters is required for expenditures $25,000 and above.

3.25. Forced Labor for Commodities Purchases

Pursuant to Section 287.1346(4) F.S., at the time a company submits a bid, proposal, or reply for a contract and before the company enters into or renews a contract with an agency for the provision of commodities, a member of the company's senior management must certify in writing, that to the best of his or her knowledge the commodities the company is offering to the agency have not been produced, in whole or in part, by forced labor.

For a vendor's bid to be considered responsive, **Attachment D – Forced Labor Certification for Commodities Purchases**, must be completed and included in its bid package. Companies who are recorded on the Forced Labor Vendor List are disqualified from submitting a bid, proposal, or response.

3.26. Identical Tie Bids

When evaluating vendor responses to solicitations where there is identical pricing or scoring from two or more vendors, the Department shall determine the order of award in accordance with Sections 287.057(12), 287.082, 287.087, 287.092 and 295.187(4), F.S.

1) CERTIFIED BUSINESS ENTERPRISE
   Pursuant to Section 287.057(12), F.S., if two (2) equal bids are received and one (1) bid is from a certified Business Enterprise, the Department must contract with the Certified Business Enterprise. Vendors must provide a copy of this certification pursuant to Section 287.09451, F.S., in their bid response to receive this preference.

2) COMMODITIES MANUFACTURED, GROWN OR PRODUCED IN STATE OF FLORIDA GIVEN PREFERENCE

   Pursuant to Section 287.082, F.S., whenever two (2) or more competitive sealed bids are received, one (1) or more of which relates to commodities manufactured, grown or produced within the State of Florida, and whenever all things stated in such received bids are equal with respect to price, quality and service, the commodities manufactured, grown or produced within the State of Florida shall be given preference. Vendors must provide proof in their bid response to receive this preference.

3) CERTIFICATION OF DRUG-FREE WORKPLACE PROGRAM

   Pursuant to Section 287.087, F.S., whenever two (2) or more bids, proposals or replies that are equal with respect to price, quality and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. <u>To be considered for the drug-free workplace program preference</u>, vendors may complete and submit with its response **Attachment E - Certification of Drug-Free Workplace Program** that it has implemented a drug-free workplace program.

4) PREFERENCE TO CERTAIN FOREIGN MANUFACTURERS

   Pursuant to Section 287.092, F.S., any foreign manufacturing company with a factory in the state and employing over 200 employees working in the state shall have preference over any other foreign company when price, quality and service are the same, regardless of where the product is manufactured. Vendors must provide proof in their bid response to receive this preference.

5) FLORIDA VETERAN BUSINESS ENTERPRISE OPPORTUNITY ACT PREFERENCE

   Pursuant to Section 295.187(4), F.S., a state agency, when considering two (2) or more bids, proposals, or replies for the procurement of commodities or contractual services, at least one (1) of which is from a certified veteran business enterprise, which are equal with respect to all relevant considerations, including price, quality and service, shall award such procurement or contract to the certified veteran business enterprise. Proof of certification pursuant to Section 295.187(5), F.S., shall accompany the bid response. Failure to submit proof of certification will result in non-application of the preference.

3.27. Disqualification of Vendors

More than one (1) bid from an individual, firm, partnership, corporation, or association, under the same or different names, will not be considered. Reasonable grounds for believing that a vendor is interested in more than one (1) solicitation for the same work will cause the rejection of all bids in which such vendors are believed to be interested.

If there is reason to believe that collusion exists among the vendors, any or all bids will be rejected. No participants in such collusion will be considered in future procurements for the same work. Falsifications of any entry made on the vendor's offer will be deemed a material irregularity and will be grounds for rejection.

3.28. Rejection of Bids

The Department reserves the right to reject any and all bids when such rejection is in the best interest of the State of Florida and to reject the bid of a vendor who the Department determines is not in a position to perform the contract.

3.29. Protest Procedures

Pursuant to Section 120.57(3), F.S., a Notice of Protest or Formal Written Protest must be filed at the following physical address:

Agency Clerk
Florida Department of Agriculture and Consumer Services
The Holland Building
600 South Calhoun Street
Tallahassee, Florida 32399

Physical filings received after regular Business Hours (8:00 a.m. to 5:00 p.m., ET) will be deemed filed the next business day. 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.

SECTION 4.0 SPECIAL CONDITIONS

4.1. Purchase Order Terms and Conditions

It is the intent of the Department to issue a purchase order for the desired product and/or services as specified in this ITB. The Department purchase order terms and conditions shall be incorporated into the final purchase order and in the case of conflict between the Department purchase order terms and conditions and any vendor generated terms and conditions expressly accepted by the Department in writing, the Department's purchase order terms and conditions shall prevail: FDACS-01341 Terms and Conditions.

4.2. Required Vendor Certification

A completed and signed **Attachment F – FORM PUR 7801** should be included in the vendor bid response.

Certification and attestation forms marked as required in **Attachment F – Vendor Certification**, **MUST** be submitted to the FDACS Contract Manager within 10 business days of the effective date of the purchase order or contract. The Contractor shall submit the completed forms required in the Vendor Certification Form to the FDACS Contract Manager.

4.3. Additional Quantities

The Department reserves the right to purchase additional quantities of the items listed herein. Orders shall be made by Department purchase order and shall be made within 12 months of the award of this ITB. Additional quantities ordered shall be subject to the same terms, conditions, and pricing of the initial bid submission.

4.4. Warranty and Substitutions

A warranty is required on all items purchased against defective materials, workmanship, and failure to perform in accordance with required industry performance criteria, for a period of not less than 90 calendar days from the date of acceptance by the Department. Delivery of substitute commodities requires prior written approval from the Department.

4.5. Damaged Commodities

The commodities shall be to the Department satisfaction and are subject to the Department’s approval. The vendor bears all risk of loss or damage to the commodities until the Department has accepted delivery of the commodities. The Department shall be entitled to return, at the vendor’s expense, any commodities which the Department deems to be unsatisfactory.

4.6. MyFloridaMarketPlace Transaction Fee

The State of Florida, through the Department of Management Services (DMS), has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to Section 287.057(24), F.S. All payments issued by Agencies to registered vendors for purchases of Commodities or Contractual Services under Chapter 287, F.S., shall be assessed the Transaction Fee of one percent (1.0%) of the total amount of the payments received from the state or Eligible Users, as prescribed by Rule 60A-1.031, F.A.C., or as may otherwise be established by law.

Vendors shall pay the Transaction Fee and are subject to automatic deduction of the Transaction Fee when automatic deduction becomes available. Vendors shall submit any monthly reports required pursuant to Rule 60A-1.031, F.A.C. All such reports and payments are subject to audit. The Department will have grounds for declaring the vendor in default if the vendor fails to comply with the payment of the Transaction Fee or reporting of payments, which may subject the vendor to being suspended from business with the State of Florida.

4.7. Public Entity Crimes

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 on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids 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, F.S., for category two, for a period of 36 months from the date of being placed on the convicted vendor list.

4.8. Discrimination Statement

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.

4.9. Antitrust Statement

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.

4.10. Employment of Unauthorized Aliens

The employment of unauthorized aliens by any Contractor is considered a violation of state and federal law. If the awarded vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract. The awarded vendor, and any subcontractors thereof, will be required to register with and use the E-Verify system to verify the work authorization status of all new employees of the awarded Contractor and its subcontractors as required by Section 448.095, F.S.

4.11. Invoicing and Payment

Payment will be made upon delivery and/or satisfactory completion, by state government warrant. Invoices must be submitted in sufficient detail, to allow for a proper pre-audit and post-audit thereof, to the Contract Manager. Partial payments may be made upon satisfactory delivery of items and receipt of invoices. Payment will be made based on the bid price for successful completion of services. Payment shall be made in accordance with Section 215.422, F.S.

4.12. Cooperation with the Inspector General

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

4.13. Vendor Ombudsman

Section 215.422, F.S., provides that agencies have five (5) working days to inspect and approve goods and services, unless bid specifications or the contract 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 40 calendar 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 s. 55.03, F.S., will be due and payable in addition to the invoice amount.

A Vendor Ombudsman has been established within the DFS. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payments(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

4.14. Modifications after Purchase Order or Contract Execution

Any changes in the specifications, delivery, quantity or terms of the executed purchase order or contract must be agreed upon by the Department and the vendor by written change order or contract amendment.

If the vendor requests an equitable adjustment in the price(s) or delivery date(s), that affects the cost or time of performance, such equitable adjustments require the express written approval of the Department's Contract Manager or designee and a written purchase order or contract amendment.

4.15. Annual Appropriation

The State of Florida's performances and obligations to pay under this contract is contingent upon an annual appropriation by the Legislature.

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ATTACHMENT A
FDACS ACKNOWLEDGEMENT FORM

	FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES INVITATION TO BID
Agency Release Date: June 9, 2026	**SUBMIT BID RESPONSE TO:** Florida Department of Agriculture and Consumer Services Office of General Services - Purchasing Office 407 South Calhoun Street – Mayo Building, Room SB-8 Tallahassee, Florida 32399-0800
FDACS BID Number: ITB DOL 26 27 08	
Bid Due: June 23, 2026, by 5:00PM	**Bid Title:** MX1100 Maintenance/Supplies, CD800 Supplies, and Halo Supplies
Bid Opening Date and Time: June 24, 2026, at 9:30AM	
****Vendor (Vendor) Name:**	
**If a fictitious name is used, include registered name (i.e., XYZ, Inc. DBA ABC)	
Vendor Mailing Address:	*Authorized Signature (Manual)
City, State, Zip:	
Phone Number:	*Typed Name and Title of Authorized Agent
Toll Free Number:	*This individual must have the authority to legally bind the vendor to a contractual obligation. By submission of a signature on the response, the vendor certifies that they agree to and shall comply with all bid specifications, terms and conditions contained herein.
Fax Number:	
Email Address:	
FEID Number:	
Type of Business Entity (Corporation, LLC, partnership, etc.):	
VENDOR CONTACTS: Provide the name, title, address, telephone number, and email address of the official contact and an alternate, if available. These individuals shall be available to be contacted by telephone or attend meetings as may be appropriate regarding the solicitation schedule.	
PRIMARY CONTACT:	**SECONDARY CONTACT:**
Contact Name, Title:	Contact Name, Title:
Address:	Address:
Phone Number:	Phone Number:
Fax Number:	Fax Number:
Email Address:	Email Address:

ATTACHMENT B
PRICE SHEET

<table>
<tr><th colspan="5">TABLE 1 – INITIAL TERM</th></tr>
<tr><th colspan="4">DESCRIPTION</th><th>TOTAL PRICE PER YEAR</th></tr>
<tr><td>1.</td><td colspan="3">Enhanced Support and Maintenance Initial Term</td><td>$____________</td></tr>
<tr><th colspan="2">DESCRIPTION:
Vendor must provide pricing for the following items in accordance with Section 2.0, Technical Specifications</th><th>(A)
FIRM FIXED UNIT PRICE</th><th>(B)
ESTIMATED QUANTITY</th><th>(C)
(A x B = C)
EXTENDED PRICE</th></tr>
<tr><td>2.</td><td>Composite Cards</td><td>$___________</td><td>500,000</td><td>$____________</td></tr>
<tr><td>3.</td><td>Color Ribbon – YMC (#566149-002)</td><td>$___________</td><td>166</td><td>$____________</td></tr>
<tr><td>4.</td><td>Black Monochrome Ribbon (#506874-101)</td><td>$___________</td><td>98</td><td>$____________</td></tr>
<tr><td>5.</td><td>Custom Holographic Laminate (#559467-037)</td><td>$___________</td><td>300</td><td>$____________</td></tr>
<tr><td>6.</td><td>Cleaning Sleeve (#569946-001)</td><td>$___________</td><td>40</td><td>$____________</td></tr>
<tr><td>7.</td><td>Cleaning Roller (#517277-001)</td><td>$___________</td><td>3</td><td>$____________</td></tr>
<tr><td>8.</td><td>Stickers, Card Affixing, MXD, Zone Coated Double-Sided Adhesive Stickers (#558734-301)</td><td>$___________</td><td>33</td><td>$____________</td></tr>
<tr><td>9.</td><td>Halo Ribbons (#525100-005-S100) (BIM029081)</td><td>$___________</td><td>500</td><td>$____________</td></tr>
<tr><td>10.</td><td>Entrust DataCard Custom DuraGard OptiSelect Laminate (#508694-021)</td><td>$___________</td><td>200</td><td>$____________</td></tr>
<tr><td colspan="4">INITIAL TERM TOTAL PRICE
(Total Price Per Year for Enhanced Support and Maintenance + Sum of Column C)</td><td>$______________</td></tr>
</table>

ATTACHMENT B
PRICE SHEET

TABLE 2 – OPTIONAL RENEWAL YEAR 1				
DESCRIPTION				**TOTAL PRICE PER YEAR**
1.	Enhanced Support and Maintenance - Optional Renewal Year 1			$____________
DESCRIPTION Vendor must provide pricing for the following items in accordance with Section 2.0, Technical Specifications		**(A) FIRM FIXED UNIT PRICE**	**(B) ESTIMATED QUANTITY**	**(C) (A x B = C) EXTENDED PRICE**
2.	Composite Cards	$___________	500,000	$____________
3.	Color Ribbon – YMC (#566149-002)	$___________	166	$____________
4.	Black Monochrome Ribbon (#506874-101)	$___________	98	$____________
5.	Custom Holographic Laminate (#559467-037)	$___________	300	$____________
6.	Cleaning Sleeve (#569946-001)	$___________	40	$____________
7.	Cleaning Roller (#517277-001)	$___________	3	$____________
8.	Stickers, Card Affixing, MXD, Zone Coated Double-Sided Adhesive Stickers (#558734-301)	$___________	33	$____________
9.	Halo Ribbons (#525100-005-S100) (BIM029081)	$___________	500	$____________
10.	Entrust DataCard Custom DuraGard OptiSelect Laminate (#508694-021)	$___________	200	$____________

ATTACHMENT B
PRICE SHEET

TABLE 3 – OPTIONAL RENEWAL YEAR 2				
DESCRIPTION				**TOTAL PRICE PER YEAR**
1.	Enhanced Support and Maintenance - Optional Renewal Year 2			$____________
DESCRIPTION Vendor must provide pricing for the following items in accordance with Section 2.0, Technical Specifications		**(A) FIRM FIXED UNIT PRICE**	**(B) ESTIMATED QUANTITY**	**(C) (A x B = C) EXTENDED PRICE**
2.	Composite Cards	$___________	500,000	$____________
3.	Color Ribbon – YMC (#566149-002)	$___________	166	$____________
4.	Black Monochrome Ribbon (#506874-101)	$___________	98	$____________
5.	Custom Holographic Laminate (#559467-037)	$___________	300	$____________
6.	Cleaning Sleeve (#569946-001)	$___________	40	$____________
7.	Cleaning Roller (#517277-001)	$___________	3	$____________
8.	Stickers, Card Affixing, MXD, Zone Coated Double-Sided Adhesive Stickers (#558734-301)	$___________	33	$____________
9.	Halo Ribbons (#525100-005-S100) (BIM029081)	$___________	500	$____________
10.	Entrust DataCard Custom DuraGard OptiSelect Laminate (#508694-021)	$___________	200	$____________

ATTACHMENT B
PRICE SHEET

TABLE 4 – OPTIONAL RENEWAL YEAR 3		
DESCRIPTION		TOTAL PRICE PER YEAR
1.	Enhanced Support and Maintenance - Optional Renewal Year 3	$____________

DESCRIPTION Vendor must provide pricing for the following items in accordance with Section 2.0, Technical Specifications		(A) FIRM FIXED UNIT PRICE	(B) ESTIMATED QUANTITY	(C) (A x B = C) EXTENDED PRICE
2.	Composite Cards	$___________	500,000	$____________
3.	Color Ribbon – YMC (#566149-002)	$___________	166	$____________
4.	Black Monochrome Ribbon (#506874-101)	$___________	98	$____________
5.	Custom Holographic Laminate (#559467-037)	$___________	300	$____________
6.	Cleaning Sleeve (#569946-001)	$___________	40	$____________
7.	Cleaning Roller (#517277-001)	$___________	3	$____________
8.	Stickers, Card Affixing, MXD, Zone Coated Double-Sided Adhesive Stickers (#558734-301)	$___________	33	$____________
9.	Halo Ribbons (#525100-005-S100) (BIM029081)	$___________	500	$____________
10.	Entrust DataCard Custom DuraGard OptiSelect Laminate (#508694-021)	$___________	200	$____________

By affixing signature to this PRICE SHEET, vendor agrees to honor the rate/total listed above and acknowledges any addenda (if applicable) contained in this Invitation to Bid.

VENDOR NAME:____

SIGNATURE (MANUAL):____

SIGNATURE (PRINTED):____

***VENDOR PRINCIPAL PLACE OF BUSINESS:**_______ _______________ ________________

****NOTE: If outside of the state of Florida, attach a written opinion of an attorney, per Section 287.084, Florida Statutes, and "THE FLORIDA BASED BUSINESS PREFERENCE" section of the bid document. Failure to submit this letter will result in disqualification of the bid.***

WILTON SIMPSON
COMMISSIONER

ATTACHMENT C

Florida Department of Agriculture and Consumer Services
Division of Administration

CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS FOR EXPENDITURE OF FEDERAL FUNDS LOBBYING

LOBBYING

As required by 2 CFR 200, for persons entering into a contract, grant or cooperative agreement over **$100,000** involving the expenditure of Federal funds, the undersigned certifies for itself and its principals that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying,' in accordance with its instructions; and

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

____ ____
PRINTED NAME/TITLE OF REPRESENTATIVE CONTRACT / PURCHASE ORDER NUMBER

____
SIGNATURE OF REPRESENTATIVE / DATE

DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

As required by 2 CFR 200, for persons entering into a contract, grant or cooperative agreement over **$25,000** involving the expenditure of Federal funds, the undersigned certifies for itself and its principals that:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; 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;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a Government entity (Federal, State, or local) with commission of any offenses enumerated in paragraph (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default; and

Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

____ ____
PRINTED NAME/TITLE OF REPRESENTATIVE CONTRACT / PURCHASE ORDER NUMBER

____
SIGNATURE OF REPRESENTATIVE / DATE

WILTON SIMPSON
COMMISSIONER

ATTACHMENT D
Florida Department of Agriculture and Consumer Services
Division of Administration

FORCED LABOR CERTIFICATION FOR COMMODITIES PURCHASES

Section 287.1346(4)(b), Florida Statutes

I hereby certify that the below-listed company is not on the Forced Labor Vendor List located at: https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/vendor_registration_and_vendor_lists/forced_labor_vendor_list.

In accordance with Section 287.1346(4)(b), Florida Statutes, I hereby certify that:

1. I am a member of the below-listed company's senior management as defined by Section 287.1346(1)(c), Florida Statutes; and
2. To the best of my knowledge, the commodities being offered by the below-listed company to the Department have not been produced, in whole or in part, by forced labor.

Pursuant to Section 287.1346(4)(f), Florida Statutes, a company that submits a false certification under Section 287.1346(4)(b), Florida Statutes, shall be assessed a fine of $1,000 or an amount equal to 20 percent of the value of the commodity provided to the agency under the contract, whichever is greater.

Company Name: ______________________________

Senior Management Member Signature: ______________________________

Date of Signature: ______________________________

Senior Management Member Name: ______________________________

Senior Management Member Title: ______________________________

FDACS-01564 09/24

WILTON SIMPSON
COMMISSIONER

ATTACHMENT E

Florida Department of Agriculture and Consumer Services

Bureau of General Services

CERTIFICATION OF DRUG-FREE WORKPLACE PROGRAM

Pursuant to Section 287.087, Florida Statutes, whenever two or more bids, proposals or replies that are equal with respect to price, quality and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

In order to have a drug-free workplace program, a business shall:

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section. As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

____

VENDOR'S SIGNATURE

FDACS-01218 Rev. 03/23

ATTACHMENT F

FORM PUR 7801
(08/2024, Rule 60A-1.002, F.A.C.)

VENDOR CERTIFICATION

I hereby certify the following on behalf of the vendor identified below:

Customer Indicator (Required, N/A, Determined by Vendor)	**Vendor Indicator** Does the Vendor Certify?	**Certification**
Required	___ YES	Regardless of the dollar value of the goods or services provided, in accordance with the requirements of section 287.135(5), F.S., by checking "Yes," the vendor certifies that it is not participating in a boycott of Israel and is not on the State Board of Administration's "Quarterly List of Scrutinized Companies that Boycott Israel," available at https://www.sbafla.com/governance/global-governance-mandates/.
Required	___ YES ___ N/A	If the goods or services to be provided are $1 million or more, in accordance with the requirements of section 287.135, F.S., by checking "Yes," the vendor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List (collectively, "Scrutinized List of Prohibited Companies"); does not have business operations in Cuba or Syria; and is not on the State Board of Administration's "Scrutinized List of Prohibited Companies" available under the quarterly reports section at https://www.sbafla.com/reporting/.
Required	___ YES	By checking "Yes," the vendor certifies that it is not on the Suspended Vendor List; and the vendor and its suppliers, subcontractors, or consultants to be utilized under the contract are not on the Convicted Vendor, Discriminatory Vendor, or Antitrust Violator Vendor Lists; and there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the vendor's ability to satisfy the contract obligations. The vendor is hereby informed of the provisions of sections 287.133(2)(a), 287.134(2)(a), and 287.137(2)(a), F.S., that identify the impacts to the vendor's ability or its affiliates' ability to respond to the competitive solicitations of a public entity; to be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity; or to transact business with a public entity if it, or its affiliates, are placed on the Convicted Vendor, Discriminatory Vendor, or Antitrust Violator Vendor Lists of the Department of Management Services. The vendor is hereby further informed of the provisions of section 287.1351, F.S., that identify the impacts to the vendor's ability to enter into or renew a contract with an agency, as defined in section 287.012, F.S., if

		it is placed on the Suspended Vendor List of the Department of Management Services.
Required	___ YES ___ N/A	If the vendor is a common carrier, as defined in section 908.111, F.S., or a contracted carrier, it is not prohibited from entering into the contract pursuant to section 908.111, F.S., and by checking "Yes," certifies that it will complete the Department of Management Services' Form PUR 1808, "Common Carrier or Contracted Carrier Attestation Form." By checking "N/A," the vendor certifies it is not a common carrier as defined in section 908.111, F.S. Vendors may access the Department of Management Services Form PUR 1808 at http://www.flrules.org/Gateway/reference.asp?No=Ref-14614.
Required	___ YES	By checking "Yes," the vendor certifies that it is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, F.S.; and has not, within the last year, had a contract terminated under section 448.095(5)(c), F.S., by a public employer, Contractor, or subcontractor, as defined by section 448.095(1), F.S.
Required	___ YES	By checking "Yes," the vendor certifies that it is in compliance with all applicable disclosure requirements set forth in section 286.101, F.S., and has not been deemed ineligible for a grant or contract funded by a state agency pursuant to section 286.101(7), F.S.
Required	___ YES ___ N/A	If the contract is between a nongovernmental entity and a governmental entity, in accordance with section 787.06, F.S., the vendor will complete an affidavit signed by an officer or a representative of the vendor under penalty of perjury attesting that the vendor does not use coercion for labor or services as defined in section 787.06, F.S. An example Affidavit is available at https://forms.fdacs.gov/01364.pdf.

By signing below, I certify that I am authorized to complete and submit this Vendor Certification Form on behalf of the vendor.

______________________	______________________	______________
Name	Signature	Date
______________________	______________________	
FEIN	Typed or Printed Name	
	______________________	
	Title	

MX1100 Maintenance/Supplies, CD800 Supplies, and Halo Supplies

Vendor Checklist

For your convenience, we offer the following checklist of documentation that must be submitted by the response deadline listed in the ITB. Vendors that fail to provide all the required documentation requested within this checklist may lead to rejection of the bid for non-responsiveness.

Attachment and Description	
Attachment A – FDACS Acknowledgement Form	
Attachment B – Price Sheet	
Attachment C – Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters for Expenditure of Federal Funds	
Attachment D – Forced Labor Certification for Commodities Purchases	
Attachment E – Certification of Drug-Free Workplace Program (Recommended)	
Attachment F – Vendor Certification	
Attorney Opinion for Non-Florida Vendors	