ADDENDUM ACKNOWLEDGEMENT FORM
Invitation to Bid (ITB) #DC ITB-13-014
STATEWIDE FOOD PRODUCTS AND DELIVERY- PRIME VENDOR SERVICES
ADDENDUM #3

Department of Corrections
501 South Calhoun Street
Tallahassee, FL 32399-2500

SOLICITATION NO.:       DC ITB-13-014
SOLICITATION TITLE:      STATEWIDE FOOD PRODUCTS AND DELIVERY- PRIME VENDOR SERVICES
OPENING DATE:            January 22, 2014 @ 2:00 P.M. ET
ADDENDUM NO.:            Three (3)            DATE: January 10, 2014

PLEASE BE ADVISED THAT THE FOLLOWING CHANGES ARE APPLICABLE TO THE ORIGINAL SPECIFICATIONS OF
THE ABOVE-REFERENCED ITB

This addendum includes the following:

1. Specification/clarification- Vendors will be allowed to bid a different delivery fee (fixed) for bread items listed on
   lines 13, 14 and 15 on the Master Products List/Cost Information Sheets (Attachment 6)
2. Timeline revision- page 8 is replaced with revised page 8. **Revisions are highlighted.**
3. Page 9 is replaced with revised page 9. **Revision is highlighted.**
4. Page 38 is replaced with revised page 38. **Revision is highlighted.**

If you have any difficulty in downloading any of the attached documents, please call or e-mail a request for copies to the
Procurement Manager.

THIS ADDENDUM NOW BECOMES A PART OF THE ORIGINAL ITB.

THIS ADDENDUM SHALL BE SIGNED BY AN AUTHORIZED COMPANY REPRESENTATIVE, DATED AND RETURNED WITH THE BID AS
INSTRUCTED IN SECTION 5, PROPOSAL SUBMISSION REQUIREMENTS. FAILURE TO DO SO MAY SUBJECT THE BIDDER TO
DISQUALIFICATION.

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.

BIDDER: _______________________________ BY: _______________________________
ADDRESS: ______________________________ PHONE: ___________________________
CITY, STATE: ___________________________ DATE: _____________________________
AUTHORIZED SIGNATURE: ________________________________________________

Addendum #3, DC ITB-13-014
The purpose of this Invitation to Bid (ITB) is to secure competitive bids from qualified vendors to furnish and deliver all food and non-food products identified on the Master Product List/Cost Information Sheet(s) (Attachment 6), to facilities throughout the state, with the exception of Jefferson Correctional Institution (C.I.), Tallahassee Work Release Center (WRC), Marion C.I., Marion Work Camp (WC), Gainesville WC, Hardee C.I. and Hardee WC. No maximum or minimum quantities are guaranteed. The quantities listed are estimates, given only as a guideline for preparing your bid, and should not be construed as representing actual quantities to be purchased under any resulting Contract. The Department reserves the right to increase or decrease the quantities identified as needed. The Department will be responsible only for items received. **NOTE: The Department reserves the right to obtain quotes and purchase items not included on the Master Product List/Cost Information Sheet(s) (Attachment 6) from a Vendor not awarded a contract from this ITB.**

It shall be understood and agreed that the Department shall not be obligated to purchase in excess of its normal requirements. Quantity (cases) shown on the Master Product List/Cost Information Sheet(s) reflect the Department’s annual (one year) estimated usage.

The Department is requesting competitive bids from qualified vendors having at least seven (7) years of business/corporate experience and at least three (3) years of experience in the provision of food services, as specified in Section 3 of this ITB.

The vendor shall be capable of providing the products listed on the Master Product List/Cost Information Sheet(s). This list may be modified by the Department during the course of the Contract due to but not limited to changes in the Master Menu, cost of the products, the addition or deletion of products by the Prison Rehabilitative Industries and Diversified Enterprises (PRIDE) and RESPECT, changes in Departmental policy, and changes in market conditions.

In the event any contract resulting from this ITB is terminated early by either party, the Department reserves the right to procure services from the next lowest bidder.

Bidders shall be responsible for performing services in strict compliance with the requirements and rules, regulations and governance contained in this ITB. No deviations from the minimum service requirements shall be permitted without the prior written approval of the Department.

### 2.4 Timeline

Listed below are the important actions and dates/times by which the actions must be taken or completed. If the Department finds it necessary to change any of these dates/times, it will be accomplished by addendum. All listed times are Eastern Time.

<table>
<thead>
<tr>
<th>DATE</th>
<th>TIME</th>
<th>ACTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.4.1</td>
<td>12/05/13</td>
<td>Release of ITB to public, posted on VBS.</td>
</tr>
<tr>
<td>2.4.2</td>
<td>12/12/13</td>
<td>10.00 a.m.</td>
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<tr>
<td>2.4.3</td>
<td>12/17/13</td>
<td>5:00 p.m.</td>
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<tr>
<td>2.4.4</td>
<td>12/20/13</td>
<td>5:00 p.m.</td>
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<tr>
<td>2.4.5</td>
<td>1/15/14-1/22/14</td>
<td>2:00 p.m.</td>
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<tr>
<td>2.4.6</td>
<td>1/21/14-1/27/14</td>
<td>5:00 p.m.</td>
</tr>
</tbody>
</table>

### 2.5 Term of Contract

It is the intent of the Department to award the contract resulting from this ITB to one (1) vendor. The successful bidder shall be awarded a five (5) year contract, which may be renewed in accordance with Form PUR 1000 #26.
The renewal shall be contingent, at a minimum, on satisfactory performance of the Contract by the Contractor as determined by the Department, and subject to the availability of funds. If the Department desires to renew the Contract resulting from this ITB, it will provide written notice to the Contractor no later than thirty (30) days prior to the Contract expiration date. The renewal term shall be considered separate and shall require the exercise of the renewal option should the Department choose to renew the contract.

On the Master Product List/Cost Information Sheet(s) (Attachment 6) bidders shall provide a unit price and delivery charge for each item. The unit price shall be the contractor’s actual product cost. The contractor shall be reimbursed for product cost and inbound freight, as well as other approved costs associated with bringing product into the contractor’s warehouse. The selling price to the Department shall include product cost delivered to the Contractor’s warehouse and the fixed delivery charge per case. The delivery charge shall be free on board (FOB) destination and shall be the same for all products, with the exception of bread items listed on lines 13, 14 and 15 of the Master Products List/Cost Information Sheets (Attachment 6), which may be bid as a different delivery fee (fixed).

2.6 Cooperative Purchasing

Pursuant to their own governing laws, and subject to the agreement of the Contractor, other governmental entities may be permitted to make purchases in accordance with the terms and conditions contained herein. The Department shall not be a party to any transaction between the Contractors and any other purchaser.

As provided in Section 287.042(16), Florida Statutes, other state agencies may purchase from the resulting contract, provided that the Department of Management Services has determined that the contract’s use is cost-effective and in the best interest of the State. Upon such approval, the Contractor may, at its discretion, sell these commodities or services to additional agencies, upon the terms and conditions contained herein.

2.7 Start up and Service Implementation

The Contractor must have the capability to implement service delivery as described herein on a date agreed upon between the Contractor and the Department; however, the Department anticipates that the date for full implementation of service delivery shall be no later than ninety (90) days after the execution of the contract.
SECTION 7 – CONTRACT TERMS AND CONDITIONS

This section contains standard terms and conditions that shall be included in any Contract resulting from this ITB. By submitting a bid response to this ITB, the Bidder is deemed to have accepted these terms and conditions in their entirety.

7.1 Contract Document

When a contract is established between the Department and the Contractor for specific services; this ITB and the bidder's bid shall be incorporated into and thereby become a part of that contract. If there is a conflict in language, the Department's Contract will govern. This contract will comply with the requirements of Section 216.313, Florida Statutes.

7.2 Termination

7.2.1 Termination at Will

The Contract resulting from this ITB may be terminated by the Department upon no less than ninety (90) calendar days' notice, without cause, or by the Contractor upon no less than one hundred eighty (180) calendar days' notice, without cause, unless a lesser time is mutually agreed upon by both parties. Notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery.

7.2.2 Termination Because of Lack of Funds

In the event funds to finance the Contract resulting from this ITB become unavailable, the Department may terminate the Contract upon no less than twenty-four (24) hours' notice in writing to the Contractor. Notice shall be delivered by certified mail (return receipt requested), facsimile, by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery. The Department shall be the final authority as to the availability of funds.

7.2.3 Termination for Cause

If a breach of the Contract resulting from this ITB occurs by the Contractor, the Department may, by written notice to the Contractor, terminate the Contract resulting from this ITB upon twenty-four (24) hours' notice. Notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery. If applicable, the Department may employ the default provisions in Chapter 60A-1, Florida Administrative Code. The provisions herein do not limit the Department's right to remedies at law or to damages.

7.2.4 Termination for Unauthorized Employment

Violation of the provisions of Section 274A of the Immigration and Nationality Act, shall be grounds for unilateral cancellation of the Contract resulting from this ITB.

7.3 Payments and Invoices

7.3.1 Pricing

The resulting Contract shall be a cost plus fixed fee contract.

7.3.1.1 Fixed Fee – The fixed fee (delivery charge) shall be free on board (FOB) destination. The contractor shall provide the same fixed fee for all products with the exception of bread items listed on lines 13, 14 and 15 of the Master Products List/Cost Information Sheets (Attachment 6), which may be bid as a different delivery fee (fixed). The contractor shall provide a fixed fee charge per case. The fixed fee shall be submitted in a dollar value (i.e. $1.00 per case) format only. The fixed fee shall remain constant for the duration of the contract except as provided for in the