



**STATE OF FLORIDA
DEPARTMENT OF JUVENILE JUSTICE**

BID LIST REGISTRATION

April 28, 2015

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

Solicitation No.: **P002-15-16**
Number of Addenda as of above date: None
Item(s) of Bid Food Products/Delivery Services
Commodity Code(s) 50192100 & 90101605
Date and time due May 12, 2015 @ 2:00 PM EST

The solicitation documents you received are subject to change. After the proposer receives the initial email notification of a solicitation from the VBS and decides to submit a response, it is important that proposers continually monitor the Vendor Bid System (VBS) for any changes to this solicitation. It is the proposer's responsibility to be aware of any changes posted to the **VBS. REGISTRATION WITH THE DEPARTMENT FOR THIS SOLICITATION IS NOT A REQUIREMENT TO SUBMIT A PROPOSAL, BUT TO DO BUSINESS WITH THE STATE OF FLORIDA, REGISTRATION IN MY FLORIDA MARKET PLACE (MFMP) WITH A VALID FLORIDA W9 IS REQUIRED.** Complete written replies are acceptable via US Mail, private courier service, or hand-delivery to:

Department of Juvenile Justice
Angela Jackson
Alexander Building
2737 Centerview Drive, Suite 1400
Tallahassee, Florida 32399-3100

Each Proposer MUST provide the below contact information:

Company Name: _____

Address: _____

City, State & Zip: _____

Email: _____

Telephone: () _____

Fax No.: () _____

Signed: _____

Date: _____

For further information on this process, you may contact Angela Jackson at (850) 717-2746 or Michele Lewis at (850) 717-2741.

To receive information on DJJ solicitations 24 hours a day, 7 days a week, visit the Vendor Bid System (VBS) at http://vbs.dms.state.fl.us/vbs/search.criteria_form

TABLE OF CONTENTS

<i>SECTION 1 – DEFINITIONS</i>	4
<i>SECTION 2 – INTRODUCTION</i>	6
2.1 Statement of Purpose:	6
2.2 Contract:.....	6
2.3 Cooperative Purchasing:	6
<i>SECTION 3 – PRODUCT INFORMATION</i>	7
3.1 Specifications	7
3.6 Delivery:	9
3.7 Contract Substitutions:	11
3.8 Damaged Goods:.....	11
3.9 Trade Names:	12
3.10 Estimated Quantities:	12
3.11 Best Pricing Available:	12
3.14 Contract Modifications:	12
<i>SECTION 4 – PROCUREMENT RULES AND INFORMATION</i>	13
4.1 Procurement Officer:.....	13
4.2 Timeline:	14
4.3 Procurement Rules:	14
4.3.1 My Florida Market Place (MFMP):	14
4.3.2 Submission of Bids:	15
4.3.3 Bid Opening:	15
4.3.4 Costs of Preparing Bid:	15
4.3.5 Disposal of Bids:.....	15
4.3.7 Rejection of Bids:.....	16
4.3.8 Bid Inquiries:	16
4.3.9 Cost Discussions:	16
4.3.10 Verbal Instructions:	17
4.3.11 No Prior Involvement and Conflicts of Interest:	17
4.3.12 Department of State Licensing Requirements:.....	17
4.3.13 Minority/Women/and Service Disabled Veterans:.....	17
4.3.14 Public Entity Crimes:	17
4.3.15 Discriminatory Vendor(s) List:	17
4.3.16 Unauthorized Employment of Alien Workers:	18
4.3.17 Utilization of E-Verify:	18
4.3.18 Filing Notices of Intent to Protest or Formal Protest:	18
<i>SECTION 5 – BID FORMAT AND CONTENTS:</i>	18
5.1 Responsiveness Requirements:	18
5.2 Contact for Contract Administration:.....	19
<i>SECTION 6 – AWARD OF CONTRACT:</i>	19
6.1 Posting of Recommended Award:	19
6.2 Price Determination: Basis of Award.....	19
6.3 Incomplete Food Product Information Price Sheet:	19
<i>SECTION 7 – CONTRACT TERMS AND CONDITIONS</i>	21
7.1 Term of Contract:.....	21
7.2 Renewal of Contract:	21
7.3 Contract:.....	21
7.4 Termination:.....	21
7.4.1 Termination by Mutual Agreement:.....	22

7.4.2	Termination in the Best Interest of the State:	22
7.5	Payments and Invoices:	22
7.6	Performance Measures:	23
7.6.1	Performance Outcomes and Standards:	23
7.7	Other Contract Requirements:	24
7.8	Liquidated Damages:	24
7.9	Monitoring Methodology:	25
7.10	Repeated Instances of Failure:	25
7.11	Financial Consequences for Non-Performance:	25
7.12	Deliverables:	25
7.13	Contract Management:	26
7.14	Vendor(s)'s Expenses:	26
7.15	Governing Law and Venue:	26
7.16	Records:	26
7.16 .1	Public Records:	26
7.16.2	Disclosure of Bid Contents:	26
7.16.4	Audit Records:	27
7.17	Prison Rehabilitative Industries and Diversified Enterprises, Inc. ("PRIDE"):	27
7.18	Product Available from the Blind or Other Handicapped (RESPECT):	27
7.19	Procurement of Materials with Recycled Content:	27
7.20	Employment of Department Personnel:	28
7.21	Non-Discrimination:	28
7.22	Copyrights, Right to Data, Patents and Royalties:	28
7.23	Independent Contractor(s) Status	28
7.24	Assignment:	29
ATTACHMENT II		31
<i>CONTACT FOR CONTRACT ADMINISTRATION</i>		31
<i>FOOD PRODUCT INFORMATION PRICE SHEET</i>		32
<i>INSTRUCTIONS FOR PREPARING YOUR PRODUCT INFORMATION PRICE SHEET(S)</i>		33

SECTION 1 – DEFINITIONS

The following terms used in this Invitation to Bid (“ITB”), unless the context otherwise clearly requires a different construction and interpretation, have the following meanings:

- 1.1 **Breach of Contract:** A failure of the Contractor(s) to perform in accordance with the terms and conditions of the Contract which may result from this ITB.
- 1.2 **Contract:** The agreement which results from this ITB between the winning Bidder(s) and the Department.
- 1.3 **Contractor(s):** The organization or individual providing services to the Department in accordance with the terms of the Contract which results from this ITB.
- 1.4 **Department:** The Florida Department of Juvenile Justice.
- 1.5 **DJJ:** Department of Juvenile Justice.
- 1.6 **Desirable Conditions:** The use of 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 proposal.
- 1.7 **Material Deviations:** The Department has established certain requirements with respect to bids to be submitted by bidders. The use of *shall*, *must* or *will* (except to indicate simple futurity) in this ITB indicates a requirement or condition which may not be waived by the Department except where the deviation therefrom is not material. A deviation is material if, in the Department’s sole discretion, the deficient response is not insubstantial accord with this ITB’s requirements, provides an advantage to one bidder over other bidders, has a potentially significant effect on the quantity or quality of items bid, or on the cost to the Department. Material deviations cannot be waived and shall be the basis for rejection of a bid.
- 1.8 **Minor Irregularity:** A variation from the ITB terms and conditions which does not affect the price of the bid or give the bidder an advantage or benefit not enjoyed by the other bidders or does not adversely impact the interests of the Department.
- 1.9 **Number of Verbs or Nouns:** Throughout this solicitation, the singular may be read as the plural and the plural as the singular.
- 1.10 **Packing:** Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases or other types of containers.
- 1.11 **P-Card:** Refers to the State of Florida’s purchasing card program, using the Visa platform.
- 1.12 **Proposer:** Any firm or person who submits a proposal to the Department in response to this solicitation.
- 1.13 **Proposal:** All information and materials submitted by a proposer in response to this solicitation.
- 1.14 **Purchase Order:** An electronic order issued via the MyFloridaMarketPlace eProcurement system. See PUR 1000, paragraph 2.
- 1.15 **Responsible Vendor:** A vendor who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.
- 1.16 **Responsive Bid:** A bid, submitted by a responsive and responsible vendor that conforms in all material respects to the solicitation.
- 1.17 **State:** State shall be synonymous with the Department of Juvenile Justice.

- 1.18 Subcontractor(s):** Any person other than an employee of the Contractor(s) who performs any of the services listed in this solicitation for compensation paid by the Contractor(s).
- 1.19 Vendor, Offeror and Bidder:** A legally qualified corporation, partnership or other entity submitting a bid to the Department pursuant to this ITB.
- 1.20 Winning or Successful Bidder:** The corporation, partnership, business or entity submitting the lowest responsive bid, meeting all requirements of the Department's ITB.

GENERAL CONTRACT CONDITIONS (PUR 1000)

The General Contract Conditions are outlined in PUR 1000 which is a downloadable document incorporated in this bid by reference. There is no need to return this document with the bid response.

<http://dms.myflorida.com/content/download/2933/11777>

GENERAL INSTRUCTIONS TO RESPONDENTS (PUR 1001)

The General Instructions to Respondents are outlined in PUR 1001 which is a downloadable document incorporated in this bid by reference. There is no need to return this document with the bid response.

<http://dms.myflorida.com/content/download/2934/11780>

SECTION 2 – INTRODUCTION

2.1 Statement of Purpose:

The purpose of this Invitation to Bid (ITB) is to secure competitive bids from qualified vendors to supply and deliver all food products, upon which prices are bid, identified on the Food product information price sheet(s) (Attachment VIII) to various facilities throughout the state. Contract(s) resulting from this ITB would be for a period of three (3) years starting **July 1, 2015 through June 30, 2018**. No maximum or minimum quantities or expenditures are guaranteed. The Department reserves the right to increase or decrease the quantities as needed. The Department will be responsible only for approved product items ordered and received.

2.2 Contract:

This solicitation shall be awarded on an all or none basis to a single overall bidder considered by the Department to be most advantageous or to constitute its best interest. On the Food product information price sheet(s) (Attachment 6) bidders shall provide a unit price for each item and a fixed delivery fee per case for each item. **NOTE: bidder(s) must bid on all items for their proposal to be considered responsive.** The delivery charge shall be freight on board (FOB) destination. All transportation charges, including freight, fuel surcharge, handling and distribution charges shall be included in the delivery charge. **NOTE: Vendor(s) must submit their fixed delivery fee per case with two (2) decimal points (i.e. \$1.25 per case) in order for their proposal to be considered responsive.**

Purchases shall be accomplished through issuance of MyFloridaMarketPlace (MFMP) contract(s) and purchase order(s). All Department facilities shall use the Contractor(s)'s supplied electronic ordering system for subsequent orders which shall reflect the original purchase order number in accordance with Section 3.5.

Based on the unique operational needs and available appropriations, the Department reserves the right to require the Contractor(s) to add or delete facilities upon thirty (30) calendar day's written notice. Therefore, the Contractor(s) should be prepared, in advance, to make any necessary changes as required. The facilities to be included under the contract resulting from this ITB are indicated in Attachment VIII.

2.3 Cooperative Purchasing:

Pursuant to their own governing laws, and subject to the agreement of the Contractor(s), 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 Contractor(s) 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(s) may, at its discretion, sell these commodities or services to additional agencies, upon the terms and conditions contained herein.

SECTION 3 – PRODUCT INFORMATION

3.1 Specifications

The Contractor(s) must maintain adequate stock to meet the needs of the Department.

The vendor(s) shall be capable of providing all products, or approved equivalents. Any equivalent products submitted may be subject to quality testing and nutritional approval at the discretion of the Department.

Only items on the authorized Food product information price sheet(s) (Attachment IX) may be ordered, purchased and delivered, unless prior written approval has been granted by the Contract Manager, or designee for approved substitute or equivalent items.

All products delivered to facilities must meet or exceed United States Department of Agriculture (USDA) National School Lunch Program (NSLP) specifications and have a minimum shelf-life of forty-five (45) days from delivery to consumption. Perishable products must have a minimum shelf-life of seven (7) days after receipt of delivery.

Individual product specifications are listed on the Food product information price sheet(s) (Attachment I).

The maximum weight for packages (containers, case, etc.) shall not exceed Occupational Safety and Health Administration (OSHA) standards unless otherwise specified on the Food product information price sheet(s) (Attachment I). Packages exceeding the maximum weight may be rejected by the facility.

The Contractor(s) shall ensure that potentially harmful products are labeled and Material Safety Data Sheets (MSDS) are provided with the appropriate products.

3.2 Contractor(s) Responsibilities:

All products specified herein shall be processed, packaged and delivered in accordance with industry standards, regulations of the Florida Department of Health (DOH), USDA, and requirements of the Federal Food, Drug & Cosmetic Act (FFDCA), and regulations promulgated thereunder.

Products will be subject to tests as determined by the Department, conducted on a random sampling basis during the term of the contract.

No sulfite agents, Monosodium Glutamate (MSG), Butylated Hydroxyanisole (BHA), Butylated Hydroxytoluene (BHT), or preservatives are to be used in production of any fresh produce items.

Produce should not contain pesticides in excess of established tolerance limits as set forth by the USEPA (United States Environmental Protection Agency) 40 CFR Part 180.

Yields shall be calculated in liquid ounces, volume or weight as per industry standard service measurements for the food involved. Weight of additive liquids, milk, shortening, water, etc., shall be computed as one hundred twenty-eight (128) ounces per U.S. gallon. Yields not shown on labels shall be verified by calculating net weight or volume according to preparation directions.

The products shall be prepared, processed and packaged under modern sanitary conditions and in accordance with good commercial practice in accordance with the code of Federal regulations, Title 21, Human Foods; Current Good Manufacturing Practice (Sanitation).

If a product contains artificial sweeteners, the label or technical publication shall bear Federal Drug Administration (FDA) warnings.

The materials used in the ingredients shall be clean, sound, wholesome and free from infestation and other objectionable foreign matter.

The successful contractor will be responsible to comply with the Department's statewide procedure on background screening for employees and vendors. The contractor shall comply with the requirements for background screening pursuant to chapters 39, 435, 984 and 985, Florida Statutes and the Department's background screening policy. Failure to comply with the Department's background screening policy may result in termination of the Contract.

3.3 Quality Control Procedures:

All food products shall have the date or coded date inscribed on it. Conversion tables shall be provided for all date codes. The Manufacturer Product Number, Universal Product Code (UPC) and Global Trade Number (GTIN) brand name, provided by the Contractor(s) on the Food product information price sheet(s) (Attachment IX) shall be provided on each case.

The Contractor(s) shall have instituted an established quality assurance program that complies with industry standards. This quality assurance program must detail the Contractor(s)'s quality control program(s) that will ensure compliance with the contractual requirements.

The Contractor(s) shall have a written quality control program that ensures all products are handled in a manner that complies with all Hazard Analysis Critical Control Point (HACCP) regulatory requirements as well as the Current Good Manufacturing Practices (CGMP) and Standard Sanitary Operating Procedures (SSOP). Any suppliers/manufacturers providing products to the Contractor(s) shall have verifiable HACCP programs in place at their facilities. The Contractor(s) shall monitor the quality control program of all suppliers/manufacturers.

The Department may conduct a quality test on products delivered to the facilities to ensure that they meet the required product specifications.

The Department reserves the right to visit any contracted premises and conduct on-site inspections at any time it deems it to be necessary.

3.4 Out-of- Stock/None Available Product:

The Contractor(s) shall notify the ordering facility of out-of-stock/none available products upon receipt of order, but in no event later than forty-eight (48) hours before the scheduled delivery. If the Contractor(s) is unable to fill an order completely, they must inform the ordering facility of the "shortage" within 24 hours of receiving the order.

A substitute product may be provided with prior approval by the Contract Manager, or designee in accordance with section 3.7. Such substitutions shall be of same or better grade, quality, etc. Substitutions shall be priced using the same unit pricing methodology as the original product. Substitutions should not be made on a continuing basis. Explanation of repeated/continued substitutions shall be made to the Department. **(NOTE: Out-of-stock/none or shortage of products non-available product situations may be a basis for cancellation of contract and/or charging back for open market purchase or any other appropriate remedies).**

NOTE: The Department reserves the right to issue concurrent contracts or purchase orders on products that, due to increased demand or short supply from the awarded vendor, cannot be supplied in a timely manner.

3.5 Order Process:

The facilities will choose the food item(s) from an approved product listing through a Contractor(s) supplied electronic ordering system. The system will be capable of the following:

- A. confirmation, upon receipt of any order to the ordering facility;
- B. notifying the ordering facility of any unavailable product(s), at the time the order is placed;

- C. restricting orders to authorized items only; and
- D. printing out the order once completed.

The Contractor(s) shall be responsible for clarifying any order discrepancies prior to shipment. The Contractor(s) shall be responsible for ensuring their electronic ordering system is updated on a weekly basis and providing training on their electronic ordering system on an as needed basis for Department staff.

3.6 Delivery:

As part of the Food product information price sheet (Attachment I), vendors are required to submit a fixed delivery fee per case for all items proposed. The fixed delivery fee per case shall be submitted in dollar value format with two (2) decimal points (i.e. \$1.25 per case). **NOTE: FOB Destination. All transportation charges, including freight, fuel surcharge, handling and distribution charges shall be included in your delivery charge. The delivery charge shall be included on the delivery ticket and shall be provided for each item delivered.**

Deliveries shall be made once/twice per week, unless otherwise requested by the facility due to storage limitations. However, the Contractor(s) shall not make more than two deliveries per week, unless an emergency delivery is required. Product(s) shall be shipped within *seventy-two (72) hours* after receipt of an order. In the case of the third day being on a weekend or state holiday, delivery is expected to be made on the next working day. Deliveries must be made between 8:30 am to 4:00 pm ET, Monday thru Friday excluding Saturdays, Sundays, and state holidays, unless otherwise requested by the facility. **NOTE: The manufacturer brand name, manufacturer product number, and Distributor's product number (if different) must be shown on each case received by the facility. All of this information must be provided on the shipping manifest provided to the facility when the products are delivered to ensure proper identification and receiving for invoice certification.**

All products must be delivered and maintained at the appropriate temperature for the product, i.e., frozen, refrigerated.

Frozen Products:

The maximum time products may be held in a frozen state prior to delivery shall be as follows:

- Fresh frozen meat (except ground and diced meat) – sixty (60) days;
- Ground and diced meats – thirty (30) days; and
- Cured and processed meat – forty-five (45) days.

Delivery vehicles must be designed to transport the product, and be equipped as applicable with a drop lift capability for facilities as indicated on Attachment VIII. Contractor(s) must provide cart/hand truck delivery when required by ordering facility.

Delivery vehicles must be pre-cooled to the proper temperature prior to loading.

Delivery shall be made in clean, closed (i.e. semi-trailer) vehicles. When transporting food items, the vehicles shall be maintained in good sanitary condition to prevent contamination of the supplies. Delivery vehicle used to deliver items under this Contract shall be subject to inspection for sanitation. Supplies transported in vehicles which are not sanitary, or which are not equipped to maintain prescribed temperatures, may be rejected without further inspection. Contractor(s) delivery vehicles shall be equipped to maintain the appropriate temperatures and product segregation as necessary to deliver products at proper temperatures. (In accordance with manufacturers' or packers' recommendations).

Transportation temperature recordings may be requested at any time to verify product temperature integrity.

The Contractor(s) will deliver the items in the quantity ordered, and on the date and time requested by the facility. If the Contractor(s) cannot meet the delivery schedule, the facility must be notified and the delivery

made on, or before, the new agreed upon delivery date. Back orders will not be accepted. Products delivered to a facility shall be securely and properly packed for storage and stocking in appropriate, clearly marked shipping containers and according to acceptable commercial practices. No extra charge for packing materials, cases, or other types of containers will be accepted.

All deliveries shall be made as specified at each facility. Any losses resulting from the Contractor(s)'s failure to deliver within specified timeframes shall be borne exclusively by the Contractor(s).

3.6.1 Palletized Deliveries as per Facilities Lists (Attachment VIII):

- a. Shipments must be made as palletized deliveries unless otherwise approved by the facility.
- b. Palletized shipments must be made on manufactured standard 40x48 inch pallets.
- c. Each pallet must be shrink-wrapped, have a maximum height of 5 foot, 6 inches, and weight of no more than thirty-five hundred (3500) pounds.
- d. All shipping units shall have a uniform block and tier.
- e. Containers shall be strapped to pallets or shrink-wrapped to prevent movement of the load during shipping to prevent damage, to ensure prompt unloading and to avoid the need for restacking.
- f. Pallets shall be returned or exchanged to Contractor(s) at time of delivery, on subsequent deliveries, or as arranged between the Contractor(s) and the ordering facility. Pallet exchange should be pallets of like materials (i.e. wood pallet for wood pallet.)
- g. The Contractor(s) may utilize double palleting in shipping, however, if double palleting is used, the Contractor(s) shall be responsible for unloading and ensuring safe handling.

Mixed loads of dissimilar products are to be avoided, as well as inappropriate stacking of heavy/dense items on top of light items.

3.6.2 Product Security Requirements:

Facilities require packaging and containers that do not present security problems (i.e. wire, metal, sharp edges, glass, etc., that may possibly be fashioned into a weapon). No glass containers will be allowed. The Contractor(s) may be required to modify and/or change packaging and/or containers for delivery to all locations, in order to reduce potential security problems. There shall be no surcharge in pricing for Contractor(s)'s packaging or containers used to meet security requirements.

No product containing any form of alcohol may be shipped to any facility, unless approved by the Contract Manager or designee.

3.6.3 Emergency Orders/Deliveries:

The Contractor(s) agrees to provide emergency delivery upon request of the Contract Manager or designee. An emergency delivery is defined as: a delivery that must be made resulting from an unforeseen circumstance that cannot be accommodated by a regular scheduled delivery. The vendor(s) needs to be prepared to deliver products within twenty-four (24) hours. The successful Contractor(s) must provide facilities with the names and availability (normal business hours only) of the Contractor(s)'s representative responsible for handling such emergency service and phone numbers.

3.6.4 Recalled Products:

The Contractor(s) shall have the ability to track all products delivered. Product recalls from the manufacturers, suppliers, FDA, or DOH, shall be promptly reported to the Contract Manager or designee, which shall include, but not be limited to, the following:

- a. The Contractor(s) shall have a product recall program that provides for immediate notification to all facilities that have received the recalled products.
- b. The Contractor(s) shall be responsible for picking up and replacing all products that are subject to recall, and ensuring that all manufacturers and suppliers to the Contractor(s) have the same requirements in place.
- c. Issue a credit, or a one-for-one replacement item that meets the specifications of the original delivery, as approved by the Contract Manager or designee.
- d. The Department shall not be responsible for the pickup and replacement cost of any recalled product. Subsequent credits must be applied, as applicable.
- e. A final report shall be made to the Contract Manager or designee stating number of cases shipped, locations and number of returns.

3.6.5 Returns:

The Contractor(s) shall provide, within fifteen (15) days after contract execution, a return product policy which allows for the following:

Full credit and pick-up within five (5) working days after notification of the rejected product due to incorrect delivery, spoiled, adulterated, damaged, or with insufficient shelf-life to permit safe consumption. The facility desiring credit and pick-up of items will notify the Contractor(s) within twenty-four (24) hours of discovery, or next business day, whichever comes first.

Rejected items not removed from the facility by the Contractor(s) upon the next delivery date after date of notification shall be regarded as abandoned by the Contractor(s) and the facility shall have the right to dispose of the items as its own property. The Contractor(s) shall, within twenty (20) working days after notification, reimburse the Department for any and all costs and expenses incurred in affecting removal or disposition.

The Department's Superintendent, Assistant Superintendent, Food Service Director, Contract Manager or designee shall have the right to reject products for non-compliance at the point of delivery.

3.7 Contract Substitutions:

The Contractor(s) will be required to provide only the product(s) awarded. Substituted products delivered or provided to the Department without prior approval by the Contract Manager, or designee are prohibited, and will be returned to the Contractor(s) at the Contractor(s)'s expense, and may cause termination of the contract.

In the event the product specified can no longer be provided for reasons beyond the Contractor(s)'s control (i.e. - product discontinuance), the Contractor(s) shall notify the contract manager and/or its designee and provide an alternate product request to the Contract Manager, or designee along with product cost, unit size, and nutritional analysis. The substituted product shall meet (or exceed) all terms, conditions, and specifications applicable to the original specified product. An alternate product sample may be required by the Department for review prior to acceptance. The Department reserves the right to conduct taste test(s).

NOTE: All requests for substitutions shall be submitted in writing (via email) by the Contractor(s) to the Contract Manager or designee.

3.8 Damaged Goods:

The Contractor(s) shall be responsible for filing, processing and collecting all damage claims. However, to assist the Contractor(s) in the expeditious handling of damage claims, the ordering facility will:

1. Record any evidence of visible damage on all copies of the delivery carrier's Bill of Lading.
2. Report damage of delivered goods to the carrier and contract supplier, confirming such reports, in writing, within seven (7) days of delivery, requesting that the carrier inspect the damaged merchandise.

3. Retain the item and its shipping container, including inner packing material, until inspection is performed by the carrier and disposition given by the contract supplier.
4. Provide the Contractor(s) with a copy of the carrier's Bill of Lading and Damage Inspection Report.

3.9 Trade Names:

Any manufacturer's names, trade names, brand names or catalog numbers used in specifications contained in this bid are for the purposes of describing and establishing general quality levels. Such references are not intended to be restrictive. Bids will be considered for alternate items that meet or exceed the quality level of item(s) listed, unless "No Substitutes(s)" or other similar language is indicated on the Food product information price sheet(s) (Attachment I).

3.10 Estimated Quantities:

The quantities listed on the Food product information price sheet(s) (Attachment I) herein are estimates, given only as a guideline for preparing your proposal, and should not be construed as representing actual quantities to be purchased under any resulting Contract(s).

3.11 Best Pricing Available: **This section is not applicable.

During the contract term, if the Department becomes aware of better pricing offered by the Contractor(s) for the same product, or a substitution product, the Department, at its sole discretion, will adjust the price under the Contract to reflect the lower price.

3.12 Rebates, Incentives or Discounts:

The Contractor(s) has the obligation to fully disclose all rebates, discounts, allowances, and incentives which the Contractor(s) receives from its suppliers resulting from this Contract. Any rebates, discounts, allowances, and incentives resulting from this Contract from any manufacturer/supplier or transportation company utilized to provide the product(s) awarded shall be passed along to the Department. The rebates, discounts, allowances, and incentives must be included in the unit price provided on the Food product information price sheet (Attachment I).

Allowable costs will be paid net of all rebates, discounts, allowances, incentives, and applicable credits accruing to or received by the Contractor(s) or any assignee under the Contract, to the extent those items are allocable to the allowable portion of the costs billed to the Department. If the Contractor(s) receives a rebate, discount, allowance, incentive, or applicable credit from any supplier that has not been applied to the unit price, the Contractor(s) must disclose and return to the Department the full amount that is received based on the purchases made on behalf of the Department. All rebates, discounts, allowances, incentives, and applicable credits must be returned to the Department during a mutually agreed-upon time frame that is beneficial to the Department.

3.13 Sales Promotions:

In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor(s) may conduct sales promotions involving price reductions for a specified lesser period. The Contractor(s) shall submit to the Contract Manager or designee documentation identifying the proposed:

1. Starting and ending dates of the promotion;
2. Products Involved; and
3. Promotional prices compared to then-authorized prices.

3.14 Contract Modifications:

During the term of the Contract, the Department reserves the right to add or delete products upon 10 business day's written notice, and add or delete facilities upon thirty (30) calendar day's written notice. Adding or deleting products may be accomplished by letter or email from the Contract Manager or designee and does not require a formal contract amendment. Adding or deleting facilities shall be accomplished through written contract amendment or formal letter from the Purchasing Director or his/her designee. The parties agree to renegotiate this Contract to comply with any applicable current or revised state laws, regulations, or increases/decreases in allocations making any changes in the Contract(s) necessary. Any changes to provisions of this Contract(s), other than product or facility changes, shall only be valid through execution of a formal written contract amendment signed by both parties.

SECTION 4 – PROCUREMENT RULES AND INFORMATION

4.1 Procurement Officer:

From the date this ITB is issued until a notice of intended award, rejection of all bids or other notice is made, no contact related to the ITB will be allowed between a bidder and any Department staff, with the exception of the Procurement Officers or designee. Proposers shall not contact any other employee of the Department or the State for information with respect to this solicitation. Any unauthorized contact may disqualify the proposer from further consideration. All questions and requests for clarification outside the above referenced meetings are to be directed to:

Angela Jackson, Purchasing Analyst and/or Michele Lewis, Purchasing Director
Purchasing Section
Bureau of General Services
Alexander Building, Suite 1400
2737 Centerview Drive
Tallahassee, Florida 32399-3100
Telephone: (850) 717-2746 / (850) 717-2741
E-mail address: angela.jackson-hall@djj.state.fl.us / michele.lewis@djj.state.fl.us

Pursuant to Section 287.057(23), Florida Statutes, Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the seventy-two (72) hour period following the agency posting 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.

Any person requiring special accommodations in responding to this solicitation because of a disability should call the Bureau of General Services, Purchasing and Leasing Section at (850) 717-2746 or (850) 717-2741 at least five (5) days prior to any, solicitation opening or meeting. If you are hearing or speech impaired, please contact the Bureau of Procurement and Supply by using the Florida Relay Service, which can be reached at 1-800-955-8771 (TDD).

Questions will only be accepted if submitted in writing and received on or before the date and time specified for that purpose in the Timeline (Section 4.2). Responses will be posted on the Vendor(s) Bid System (VBS) by the date referenced in the Timeline (Section 4.2).

4.2 Timeline:

The following time schedule will be strictly adhered to in all actions relative to this solicitation, unless modified by the Department by addendum to this solicitation. If the Department finds it necessary to change any of these dates/times, it will be accomplished by addendum. All listed times are local time in Tallahassee, Florida. (*Eastern Standard Time*)

<u>Date</u>	<u>Time</u>	<u>Action</u>
04/28/2015		Solicitation issued, posted on VBS
N/A	N/A	Pre-bid conference
05/01/2015	5:00 PM EST	All questions and/or proposed changes to the solicitation must be submitted in writing to the Procurement Officer by 5:00 PM Eastern Time (may be submitted earlier).
05/04/2015	5:00 PM EST	Response to written inquires and proposed changes will be posted on the Florida Vendor Bid System at: http://myflorida.com/apps/vbs/vbs_www.main_menu .
05/12/2015	2:00 PM EST	Proposals due. Public bid opening at Suite 1400, Alexander Building, 2737 Centerview Drive Tallahassee, Florida 32399-3100. All Respondents shall notify the Procurement Officer of planned attendance twenty-four hours in advance. Attendants arriving late for the bid opening will not be allowed access.
05/13/15 – 05/20/15	2:30 PM EST	Anticipated Notice of Intent to Award. Posted on the Florida Vendor Bid System at: http://myflorida.com/apps/vbs/vbs_www.main_menu .

4.3 Procurement Rules:

4.3.1 My Florida Market Place (MFMP):

In 2003, the State of Florida implemented an on-line e-procurement system called MyFloridaMarketplace (MFMP) through which all orders are issued and distributed via e-mail or facsimile (fax) machine. The method of automatic distribution is selected by the vendor(s) during the registration process. Therefore, before doing business with any state agency, vendor(s) must register in this system on-line at: <http://dms.myflorida.com/mfmp> . Vendor(s) needing assistance with the registration process may call 1-866-352-3776. For information regarding the fees for this service, please refer to Section 7.5.1.

4.3.2 Submission of Bids:

NOTE: This Department does not accept electronic submission of responses. Each bid shall be prepared simply and economically, providing a straightforward, concise delineation of the bidder's capabilities to satisfy the requirements of this ITB. Elaborate bindings, colored displays, and promotional material are not desired. Emphasis in each bid must be on completeness and clarity of content. In order to expedite the review of bids, it is essential that bidders follow the format and instructions contained in the Bid Submission Requirements (Section 5), with particular emphasis on the Mandatory Responsiveness Requirements.

The Department will not consider any extraneous terms or conditions submitted by a bidder, including any appearing in documents attached as part of a bid response. In submitting its bid, a bidder agrees that any such additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect.

Bids are due at the time and date specified in the Timeline (Section 4.2) at the Department of Juvenile Justice, Bureau of General Services, Purchasing and Leasing Section, Alexander Building, Suite 1400, Conference Room 1401, Tallahassee, Florida 32399-3100, and shall be submitted to the attention of the Procurement Officer at the address listed in (Section 4.1). Bids received late will not be considered. No Department staff will incur responsibility for the inadvertent opening of a bid not properly sealed, addressed or identified.

Before award, the Department reserves the right to seek clarifications or request any information deemed necessary for proper review of submissions from any bidder deemed eligible for Contract award. Failure to provide requested information may result in rejection of the response.

4.3.3 Bid Opening:

Bids will be publicly opened at the time and date specified in the "Timeline" (Section 4.2). The name of all bidders submitting bids shall be made available to interested parties upon written request to the Procurement Officer listed in (Section 4.1).

4.3.4 Costs of Preparing Bid:

The Department is not liable for any costs incurred by a bidder responding to this ITB, including those for oral presentations, if applicable.

4.3.5 Disposal of Bids:

All bids become the property of the State of Florida and will be a matter of public record subject to the provisions of Chapter 119, Florida Statutes.

4.3.6 Bid Rules for Withdrawal:

A submitted bid may be withdrawn by submitting a written request for its withdrawal to the Department, signed by an authorized representative of the bidder within seventy-two (72) hours after the bid due date indicated in the Timeline.

Any submitted bid that has not been properly withdrawn, shall remain a valid bid for twelve (12) months after the bid opening date.

4.3.7 Rejection of Bids:

The Department shall reject any and all bids containing material deviations. In determining whether a bid contains a material deviation or a minor irregularity, the Department will use the definitions of those terms set forth in (Sections 1.7 and 1.8).

4.3.7.1 Material Deviations:

The Department has established certain requirements with respect to bids to be submitted by bidders. The use of *shall*, *must* or *will* (except to indicate simple futurity) in this ITB indicates a requirement or condition which may not be waived by the Department except where the deviation therefrom is not material. A deviation is material if, in the Department's sole discretion, the deficient response is not in substantial accord with this ITB's requirements, provides an advantage to one bidder over other bidders, has a potentially significant effect on the quantity or quality of items bid, or on the cost to the Department. Material deviations cannot be waived and shall be the basis for rejection of a bid.

4.3.7.2 Minor Irregularities:

A variation from the ITB terms and conditions which does not affect the price of the bid or give the bidder an advantage or benefit not enjoyed by the other bidders or does not adversely impact the interests of the Department.

4.3.8 Bid Inquiries:

The bidder shall examine this ITB to determine if the Department's requirements are clearly stated. If there are any requirements which restrict competition, the bidder may request, in writing, to the Department, that the specifications be changed. The bidder who requests changes to the Department's specifications must identify and describe the bidder's difficulty in meeting the Department's specifications, must provide detailed justification for a change, and must recommend changes to the specifications. Requests for changes to this ITB must be received by the Department no later than the date shown for written inquiries in the "Timeline."

A bidder's failure to request changes by the date described above shall be considered to constitute bidder's acceptance of Department's specifications. The Department shall determine what changes to this ITB shall be acceptable to the Department. If required, the Department shall issue an addendum reflecting the acceptable changes to this ITB, and post as stated in (Section 5.3), in order that all bidders shall be given the opportunity of proposing to the same specifications.

Any inquiries from bidders concerning this ITB shall be submitted in writing, identifying the submitter, to the Procurement Officer identified in (Section 4.1) of this ITB and must be received no later than the date and time specified in (Section 4.2). E-mail inquiries are preferred with the bidder following up by mailing a hard copy. It is the responsibility of the bidder to confirm receipt of e-mailed and mailed inquiries.

4.3.9 Cost Discussions:

Any discussion by the bidder with any employee or authorized representative of the Department involving cost information, occurring prior to bid opening or notice of recommended award, or notice of rejection of all bids, will result in rejection of said bidder's proposal.

4.3.10 Verbal Instructions:

No negotiations, decisions, or actions shall be initiated or executed by the Contractor(s) as a result of any discussions with any Department employee. Only those communications that are in writing from the Department's staff identified in (Section 4.1) of this ITB shall be considered a duly authorized expression on behalf of the Department. Only communications from the Contractor(s)'s representative, which are in writing and signed, will be recognized by the Department as duly authorized expressions on behalf of the Contractor(s).

4.3.11 No Prior Involvement and Conflicts of Interest:

The Contractor(s) shall not compensate in any manner, directly or indirectly, any officer, agent or employee of the Department for any act or service that he/she may do, or perform for, or on behalf of, any officer, agent, or employee of the Contractor(s). No officer, agent, or employee of the Department shall 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 or the State of Florida.

The Contractor(s) shall have no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under this Contract.

4.3.12 Department of State Licensing Requirements:

All entities defined under Chapters 607, 617 or 620, Florida Statutes, seeking to do business with the Department shall be on file and in good standing with the Florida Department of State.

4.3.13 Minority/Women/and Service Disabled Veterans:

Bidders are encouraged to seek the participation of certified minority business enterprises (CMBE's). Please identify each CMBE that will participate in the Contract and the nature of the participation. To find a certified minority vendor(s) (CMBE) or learn about the Mentor Protégé Program, go to the Office of Supplier Diversity's webpage at <http://osd.dms.state.fl.us>.

4.3.14 Public Entity Crimes:

A person or affiliate who has been placed on the Convicted Contractor(s) List following a conviction for a public entity crime may not submit a bid or proposal to provide any goods or services to a public entity, may not submit a bid or proposal to a public entity for the construction or repair of a public building or public work, may not submit bids or proposals for leases of real property to a public entity, may not be awarded or perform work as a Contractor(s), supplier, subcontractor(s), or consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the Convicted Contractor(s) List.

4.3.15 Discriminatory Vendor(s) List:

An entity or affiliate who has been placed on the Discriminatory Vendor(s) List may not submit a bid or contract to provide goods or services to a public entity, may not submit a bid or contract with a public entity for the construction or repair of a public building or public work, may not submit bids or contracts on leases of real property to a public entity, may not perform work as a Contractor(s), supplier, subcontractor(s) or consultant under contract with any public entity and may not transact business with any public entity.

4.3.16 Unauthorized Employment of Alien Workers:

The Department does not intend to award publicly funded contracts to those who knowingly employ unauthorized alien workers, constituting a violation of the employment provisions as determined pursuant to Section 274A of the Immigration and Nationality Act.

4.3.17 Utilization of E-Verify:

As required by State of Florida Executive Order Number 11-116, the successful bidder is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all persons employed during the contract term by the Contractor(s) to perform employment duties within Florida and all persons (including subcontractor(s) assigned by the Contractor(s) to perform work or provide services pursuant to the contract with the Department. Refer to (<http://www.uscis.gov/e-verify>) for more information.

4.3.18 Filing Notices of Intent to Protest or Formal Protest:

See PUR 1001, Paragraph 20. Any person who files a formal written protest shall, at the time of filing the formal written protest, post a bond as set forth in Section 287.042(2) c, Florida Statutes.

SECTION 5 – BID FORMAT AND CONTENTS:

This section contains instructions that describe the required format for the submitted bid. Bids shall be submitted in a sealed envelope, clearly marked “**Bid No. P001-15-16 – Food Products/Delivery Services**”

There is no intent to limit the content of the response. Additional information deemed appropriate by the bidder may be included. However, cluttering the bid with irrelevant material makes the review more difficult. The following paragraphs contain instructions that describe the required format for bid responses.

5.1 Responsiveness Requirements:

The following terms, conditions, or requirements must be met by the bidder to be responsive to this ITB. Failure to meet these responsiveness requirements may cause rejection of the bid.

Bidder shall complete and return the ITB Bid List Registration Form with an original signature of a duly authorized representative.

The bidder shall complete, sign, date and return (all) pricing pages, entitled Food Product Information Price Sheet(s) (Attachment I). By submitting a bid under this ITB, each Bidder warrants its agreement to the prices submitted. The Department objects to and shall not consider any additional terms or conditions submitted by a bidder, including any appearing in documents attached as part of a bidder's response. In submitting its bid, a bidder agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Any qualifications, counter-offers, deviations, or challenges may render the bid non-responsive.

The bidder shall supply one signed original and three copies of the bid.

The bidder shall also provide a company profile for evaluation to include: company history, markets served, financial strength and stability, years in business, location of distribution center(s) proposed to handle this contract, storage capacity (frozen, chilled, and dry) of distribution centers(s), number of delivery trucks currently in operation, number of additional trucks needed to service this contract, computer system related to fulfilling the requirements of this contract (e.g. electronic ordering system, order screening, cost reporting, etc.), and a description of quality assurance programs in place. In addition, the bidder shall provide three references for contracted customers of similar size and scope. Reference(s) should identify the type of services provided by the bidder (which should be directly relevant to the type of services in the ITB), dates the bidder provided such services, the firm/agency name of the entity for which the bidder provided services

, and the reference signer's current telephone number and address. Bidder shall provide information on their experience with the National School Lunch Program, (NSLP).

5.2 Contact for Contract Administration:

The bidder shall complete and insert Attachment II of this ITB.

The Department will post all addenda and materials relative to this procurement on the Florida Vendor(s) Bid System at: http://www.myflorida.com/apps/vbs/vbs_main_menu under the posted bid number (click on "Business", then "Doing Business with the State", under "Everything for Vendor(s) and Customers", click on "Vendor(s) Bid System (VBS)", and "Search Advertisements"). Each bidder is responsible for monitoring this site for new or changing information relative to this procurement.

5.3 Addendum Acknowledgment Form:

If an addendum to this bid is issued, the Bidder shall complete and insert the Addendum Acknowledgment Form(s).

The Department will post all addenda and materials relative to this procurement on the Florida Vendor(s) Bid System at www.myflorida.com under the posted bid number (click on "Business", then "Doing Business with the State", under "Everything for Vendor(s) and Customers", click on "Vendor(s) Bid System (VBS)", and "Search Advertisements"). Each bidder is responsible for monitoring this site for new or changing information relative to this procurement.

An Addendum Acknowledgment Form will be included with each addendum and shall be signed by an authorized company representative, dated, and returned with the bid, as instructed in (Section 5.3).

SECTION 6 – AWARD OF CONTRACT:

The Department reserves the right to award a contract to a single overall bidder on all or none basis, **NOTE: A vendor(s) must bid on all items in order for their bid to be considered responsive.**

6.1 Posting of Recommended Award:

The notice of intended award(s) will be posted on or about the date shown in the "Timeline" (Section 4.2) and will remain posted for a period of seventy-two (72) hours. Saturdays, Sundays, and state holidays shall be excluded in the computation of the seventy-two (72) hour time period. Posting will be made available on the Florida Vendor Bid System at: http://www.myflorida.com/apps/vbs/vbs_main_menu.

6.2 Price Determination: Basis of Award

A single award shall be made to the responsive bidder offering the lowest over-all cost on an "all or none" basis for item(s) requested in this ITB. The Contractor's past history, ability, capacity, prior contract experience, performance, integrity and all information submitted with the bid will be considered by the Department in determination of responsibility. In the event the low cost bidder is found non-responsive, the Department may proceed to the next lowest cost responsive bidder and continue the award process.

Firm prices shall be bid. Bidders shall provide a unit price and delivery charge for each item. The delivery charge shall be free on board (FOB) destination. All transportation charges, including freight, fuel surcharge, handling and distribution charges shall be included in the delivery charge.

6.3 Incomplete Food Product Information Price Sheet:

Any Food product information price sheet (Attachment I) that is incomplete or in which there are significant inconsistencies or inaccuracies may be rejected by the Department. No deviations, qualifications, or counter offers will be accepted. The Department reserves the right to reject any and all bids. All calculations will be

reviewed and verified. The Department may correct mathematical errors; however, in the event of any miscalculation, unit prices shall be totaled and the total over all lowest cost for all products shall prevail. All changes/corrections made by the bidder, including corrections made using “white out”, shall be initialed by the bidder.

6.4 Price Adjustments:

Upon successful award the contract shall be for a three (3) year term with 2 (1) year renewal options at the Department’s discretion and the mutual consent of the awarded bidder.

The Department realizes the volatility of food prices in the global market due to weather, rain fall, transportation costs, labor costs, and other factors that may be out of the control of the bidder(s) or his/her subcontractor(s). The Department will consider food price adjustments upon thirty (30) days prior written request from the awarded bidder after the first six (6) months of the effective date of the contract award and on a semi-annual basis thereafter. The Contractor(s) will also submit for consideration a report indicating by item the previous six (6) months cost along with the supplier’s submitted new costs for the next six (6) months for consideration. The report in excel format will show all the items awarded by the Department. The Contractor(s) will indicate for each item for the next six (6) months cost period whether the supplier is requesting an increase or decrease in costs. The Department will notify the Contractor(s) within ten (10) business days from the date of notification except for the State’s Official Holidays including Saturday and Sunday of its acceptance or rejection for the proposed price changes. The Department shall inform the Contractor(s) in writing if any or all are proposed price changes are not accepted.

6.5 Implementation Plan and Transition Date Schedule

Contractor(s) shall commence statewide food products and delivery to the Customer no later than July 1, 2015.

If a unit size decreases the fixed delivery fee per case must be proportionally prorated. For example, if a case size decreases from 72 to 48 units, the fixed delivery fee per case for the smaller case will be 2/3 of the fee for the 72 unit case. No fee increases will be allowed for case size increases. The Contractor(s) may request approval of new case sizes on approved products in writing to the Contract Manager or Designee.

Freight - Incoming freight is defined as common or Contract carrier charges billed to the Contractor(s) by a third-party vendor or a third party carrier, or charges billed to the Contractor(s) by a freight management service operated by an affiliated corporation of the Contractor(s). The Contractor(s) may be required to document the reasonableness of freight rates based upon common carrier published rates charged for similar products. The Contractor(s) may be required to demonstrate the method of freight chosen, either direct or backhaul, is the best value for the Customer. Freight for the invoice product cost shall not include freight cost from the Contractor(s)'s warehouse to the facility.

Payment will be made to the Contractor(s) net of all discounts, rebates, cost incentives and all other applicable credits including, but not limited to, price reductions due to product promotions, volume purchasing, on-line ordering or other electronic ordering systems, all of which have the result of lowering the price of the commodities purchased by the Customer, to the extent those credits are allocable to the portion of the costs billed to the Customer or as otherwise specified in 7 CFR 210.21

If the Contractor(s) is able to capture any allowances not mentioned above, he/she shall use the additional savings to lower product costs, thereby offering the Customer the most competitive prices. The Contractor(s) shall seek to secure for the Customer the best overall value through competitive bids, negotiations, aggregation, expansion of supplier base, and choice of products. The manner and method for deriving costs for the solicitation shall be the same as for the Contract; the Contractor(s) shall not modify its manner and method for deriving costs to the detriment of the Customer. Documentation supporting the Contractor(s)'s efforts of securing competitive pricing on behalf of the Customer, including all price agreements secured on behalf of the Customer, shall be provided on the quarterly sales report. Since the Buyer is permitting the use of a fluctuating price list, the Customer will audit Contractor(s) invoices to verify pricing. Audits may be conducted by the Buyer, Customer, other State agencies, or by a

private firm hired to perform such services.

The Contractor(s) shall have the capability to store and deliver sufficient products to service those facilities listed on Customer Facilities List (Attachment VIII) in this ITB and the capacity and financial strength to support substantial growth. The Contractor(s) shall submit a distribution plan with their bid. The plan must, at a minimum, show the locations and capacities of the distribution centers to be used to supply each facility.

SECTION 7 – CONTRACT TERMS AND CONDITIONS

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

7.1 Term of Contract:

See PUR 1000, Paragraph 27. The contract shall be in effect upon issuance of Purchase Orders or a contract signed by both parties for a period of three (3) years commencing **July 1, 2015**. Term shall be as specified on the Purchase Orders issued per Fiscal Year pursuant to this contract.

7.2 Renewal of Contract:

The contract shall have a **two one** year renewal options at discretion of the Department, and consent of the successful Contractor(s) under the following conditions, unless terminated earlier by the Department under the terms provided herein:

- Prices remain the same; or
- Upon written request from the successful Contractor(s), and upon mutual agreement between the parties, price increases may be approved. Requested price increases will be compared to the current market. In the event the Department and the successful Contractor(s) are unable to reach an equitable agreement, the contract will not be renewed.
- Renewals are subject to an annual appropriation by the State Legislature. If at any time the contract is canceled, terminated, or expires, and a contract is subsequently executed with a firm other than the successful Contractor(s), Contractor(s) have the affirmative obligation to assist in the smooth transition of contract services to the subsequent Contractor(s). In the event this solicitation includes renewals, the requirements of Section 287.057, Florida Statutes, shall apply.

7.3 Contract:

A bidder's bid in response to this ITB shall be considered as the bidder's formal offer.

Upon award, and based upon appropriation, the Department shall enter into a three (3) year Contract(s).

NOTE: The Department reserves the right to obtain quotes and purchase items not included on the Food product information price sheet (Attachment IX) from a vendor(s) not awarded a contract from this ITB.

7.4 Termination:

7.4.1 Termination for Cause:

The Department reserves the right to terminate the contract or purchase order if issued by providing written notice to the Contractor(s) in accordance with PUR 1000, Paragraph 23.

7.4.2 Termination by Mutual Agreement:

With the mutual agreement of parties, the contract or any part of the contract or purchase order if issued may be terminated on an agreed date prior to the end of the contract period without penalty to either party.

7.4.3 Termination in the Best Interest of the State:

See PUR 1000, Paragraph 22.

7.5 Payments and Invoices:

7.5.1 Transaction Fee:

The Department of Management Services has instituted a statewide eProcurement System (“System”), with the assistance of a third-party agent, Accenture LLP (“Accenture”). All transactions from this Contract shall be processed through this system. Pursuant to Section 287.057(23), Florida Statutes, a Transaction Fee of one percent (1%) of the total dollar amount shall apply to all purchases from this Contract(s) unless otherwise exempt as indicated in 60A-1.032, Florida Administrative Code. This fee, paid by the Contractor(s), is not submitted to the department and shall not be added to orders as a separate item.

It is the intent of the system to automatically deduct the Transaction Fee from payments to the Contractor(s). However, this feature is not currently available and Contractor(s) s are expected to self-report until a method of automatic deduction is implemented. By submission of these self-reports and corresponding Contractor(s) deposits, the Contractor(s) is certifying their correctness. All such reports and fee deposits shall be subject to audit by the State.

The Contractor(s) shall receive a credit for any Transaction Fee paid by the Contractor(s) for the purchase of any item(s) returned to the Contractor(s) through no fault, act, or omission of the Contractor(s). Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor(s)’s failure to perform or comply with specifications or requirements of the applicable Contract(s).

Failure to comply with these requirements shall constitute grounds for declaring the Contractor(s) in default and recovering re-procurement costs from the Contractor(s) in addition to all outstanding fees. **CONTRACTOR(S) DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM BIDDING ON DEPARTMENT CONTRACTS.**

7.5.2 Submission of Invoice(s):

The Contractor(s) agrees to submit invoices for compensation for delivery of products/ services in detail sufficient for a proper pre-audit and post-audit thereof. Invoices will be paid upon receipt, inspection and acceptance of products/service(s). **NOTE: The Department reserves the right to request proof of delivery from the Contractor(s) for any items it cannot verify receipt. If the Contractor(s) is unable to provide this information, the monthly invoice will be adjusted accordingly.**

The Contractor(s) agrees to request compensation on a monthly basis through submission to the Department of one (1) monthly invoice properly completed and submitted electronically to the Department’s Contract Manager or designee within fifteen (15) days following the end of the month for which payment is being requested. The Contractor(s)’s invoice shall include the Contractor(s)’s name, mailing address, and tax ID number/FEIN as well as the Contract number and date of invoice period. Every invoice must be accompanied by the appropriate supporting documentation, including but not limited to the following:

Facility name;
Product manufacturer and brand name
Distributor's product number
Pack size;
Product description;
Identify product as food or non-food;
Quantity delivered (cases);
Delivery ticket number;
Delivery date;
Unit price;
Fixed delivery fee per case
Applied rebates, incentives and/or discounts; and
Extended price.

NOTE: Past deliveries not made during the invoiced billing period may require a copy of the signed delivery ticket (proof of delivery) to be submitted to the Department for approval of payment.

The Contractor(s) shall provide ad hoc reports to the Contract Manager upon request, including but not limited to:

- Total sales (cumulative to date) for each facility showing all items ordered and delivered.
- Aggregate sales (cumulative to date) for all facilities showing all items ordered and delivered.
- Total or aggregate sales for a specified reporting period.

7.5.3 Purchasing Card (P-Card) Program:

The State of Florida has implemented a purchasing card program, using the Visa platform. Upon mutual agreement of both parties, vendor(s) may receive payments via purchasing card in the same manner as other Visa purchases.

7.6 Performance Measures:

The Contractor(s) shall clearly demonstrate its willingness to be held accountable for the achievement of certain performance measures in successfully delivering services under this Contract(s). Therefore, the Department has developed the following performance measures categories which shall be used to measure the Contractor(s)'s performance and delivery of service. All performance shall be measured monthly.

7.6.1 Performance Outcomes and Standards:

7.6.2 On-Time Deliveries:

Outcome: All deliveries will be made in a manner not to interfere with normal facility operations. After the delivery schedule has been established it will be expected of the Contractor(s) to be on time for each and every delivery.

Measure: Deliveries shall be measured upon acceptance of the delivery on the day it is delivered to the facility.

Standard: Achievement of outcome must meet or exceed eighty-five percent (85%) of deliveries on a monthly basis at each facility.

7.6.3 Fill Rate:

Outcome: All orders are expected to be filled with one hundred percent (100%) of all units on orders being delivered.

Measures: The fill-rate shall be compared to the acceptance of items ordered and actual items delivered to the facility.

Standard: Achievement of outcome must meet or exceed ninety-five percent (95%) of fill-rate for each facility on a monthly basis.

7.6.4 Accurate Invoice Pricing:

Outcome: All food products will be invoiced at or below the prices bid.

Measure: The monthly invoice submitted to the Department for payment shall be compared to the prices bid on the Food product information price sheet (Attachment 5).

Standard: Achievement of outcome must meet one hundred percent (100%) of all food products being invoiced on a monthly basis.

7.6.5 Product Specifications:

Outcome: All food and items received are expected to meet or exceed the Department's product specifications provided on the Food product information price sheet (Attachment 5).

Measure: The product specifications shall be measured by reviewing products at time of delivery to each facility on a monthly basis.

Standard: Achievement of outcome shall meet or exceed ninety-eight percent (98%) of product specifications received on a monthly basis.

7.7 Other Contract Requirements:

Standard: The Department will monitor the Contractor(s)'s performance on a monthly basis to ensure maximum compliance with other contract requirements including, but not limited to, the following:

- a. Terms and conditions of the Contract not involving delivery of services listed above; and
- b. Accuracy, thoroughness, and timely submission of invoicing and supporting documentation/reports as outlined in (Section 7.5).

Measure: The Contractor(s) shall achieve 100% compliance with all requirements after the time frames allowed for corrective action on identified deficiencies.

7.8 Liquidated Damages:

The Contractor(s) shall agree to the imposition of liquidated damages. The Department's Contract Manager will provide written notice to the Contractor(s)'s Representative of all liquidated damages assessed accompanied by detail sufficient for justification of assessment. The Contractor(s) shall forward a cashier's check, money order, or company check to the Contract Manager, payable to the Department in the appropriate amount, within ten (10) business days of receipt of a written notice of demand for damages due.

7.8.1 Liquidated Damages for Failure to meet Performance Outcomes and Standards

- a. For failure to comply with (Section 7.8), the Department will impose five hundred dollars (\$500.00) for each day the delivery is late for each facility that is below the performance standard.
- b. For failure to comply with (Section 7.8), the Department will impose five hundred dollars (\$500.00) where the Contractor(s) fails to deliver all products ordered for each facility that is below this performance standard.
- c. For failure to comply with (Section 7.8), the Department will impose five hundred dollars (\$500) for each instance that is below this performance standard.

7.8.2 Liquidated Damages for Failure to meet Other Contract Requirements.

After fifteen (15) business days of initial notice of unsatisfactory service (without corrective action initiated by the Contractor(s) and if unsatisfactory service continues) the Department will impose two thousand and five hundred dollars (\$2,500.00) for each day the deficiency/issue remains uncorrected.

7.9 Monitoring Methodology:

The Department's Contract Manager or designee for contract monitoring will monitor the Contractor(s)'s performance and service delivery on a monthly basis at each facility to determine if the Contractor(s) has achieved the required level of performance outlined in (Section 7.6 and 7.7).

If the Department determines that the Contractor(s) has failed a Performance Outcome and Standard or Other Contract Requirement, the Contractor(s) will be sent a copy of the monitoring report notating the deficiency. Within ten (10) business days of receipt of the Department's monitoring report, the Contractor(s) shall provide a formal Corrective Action Plan (CAP) in response to all noted deficiencies to include responsible individuals and required time frames for achieving compliance. The Contract Manager or designee for contract monitoring may conduct follow-up monitoring reviews at any time to determine compliance based upon the submitted CAP. **NOTE: Approval of the Contractor(s)'s corrective action plan does not negate the fact that liquidated damages will be imposed in accordance with (Section 7.8).**

7.10 Repeated Instances of Failure:

Repeated failure to meet either the Performance Outcomes and Standards or Other Contract Requirements or to correct deficiencies may, in addition to the imposition of liquidated damages, result in determination of Breach of Contract, and/or termination of the Contract in accordance with (Section 7.4 and/or 7.10).

7.11 Financial Consequences for Non-Performance:

The Department reserves the right to withhold payment or implement other appropriate remedies when the Contractor(s) has failed to perform or comply with provisions of this contract.

7.12 Deliverables:

The following services or service tasks are identified as deliverables for the purposes of this Contract:

- Compliance with Performance Outcomes and Standards as identified in (Section 7.6)**
- Compliance with Other Contract Requirements as identified in (Section 7.7)**

7.13 Contract Management:

Department's Contract Manager:

Erica Ceska
Detention Services
Department of Juvenile Justice
Knight Building
2737 Centerview Drive
Tallahassee, Florida 32399-3100

The Contract Manager will be responsible for the following:

Serve as the liaison between the Department and the Contractor(s);

Submit requests to the Purchasing Director for processing of all change orders or amendments, renewals and terminations of this Contract(s);

Verify receipt of deliverables from the Contractor(s);

Monitor the Contractor(s)'s performance and maintain the official records of all correspondence between the Department and the vendor(s).

7.14 Vendor(s)'s Expenses:

The successful bidder(s) shall pay for all licenses, permits, and inspection fees or similar charges required for this Contract, and shall comply with all laws, ordinances, regulations, and any other requirements applicable to the work to be performed under this Contract.

7.15 Governing Law and Venue:

Contract(s) resulting from award of this ITB shall be entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with the laws, rules and regulations of the State of Florida. The venue for bringing any legal action arising from, related to, or in connection with this Contract shall be Leon County, Florida.

7.16 Records:

7.16.1 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.

7.16.2 Disclosure of Bid Contents:

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

7.16.3 Confidential, Proprietary, or Trade Secret Material:

The Department takes its public records responsibilities as provided under chapter 119, Florida Statutes and Article I, Section 24 of the Florida Constitution, very seriously. If Respondents considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, trade secret or otherwise not subject to disclosure pursuant to chapter 119, Florida Statutes, the Florida Constitution or other authority, Respondent must also simultaneously provide the Department with a separate redacted copy of its response and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Department's solicitation name, number, and the name of the respondent on the cover, and shall be clearly titled "Redacted Copy." The Redacted Copy shall be provided to the Department at the same time Respondent submits its response to the solicitation and must only exclude or redact those exact portions which are claimed confidential, proprietary, or trade secret. Respondent shall be responsible for defending its determination that the redacted portions of its response are confidential, trade secret or otherwise not subject to disclosure. Further, Respondent shall protect, defend, and indemnify the Department for any and all claims arising from or relating to Respondent's determination that the redacted portions of its response are confidential, proprietary, trade secret or otherwise not subject to disclosure. If Respondent fails to submit a Redacted Copy with its response, the Department is authorized to produce the entire documents, data or records submitted by Respondent in answer to a public records request for these records.

7.16.4 Audit Records:

The successful bidder(s) agrees to maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the Department under this Contract(s), and agrees to provide a financial and compliance audit to the Department or to the Office of the Auditor General and to ensure that all related party transactions are disclosed to the auditor.

The successful bidder(s) agrees to include all record-keeping requirements in all subcontracts related to this Contract.

7.17 Prison Rehabilitative Industries and Diversified Enterprises, Inc. ("PRIDE"):

Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE): The State supports and encourages the use of Florida Correctional work programs see PUR 1000, Paragraph 40. Suppliers will use PRIDE commodities/services where applicable.

7.18 Product Available from the Blind or Other Handicapped (RESPECT):

The State Supports and encourages the gainful employment of citizens with disabilities see PUR 1000, Paragraph 41. Suppliers will use RESPECT commodities/services where applicable.

7.19 Procurement of Materials with Recycled Content:

It is expressly understood and agreed that any products or materials which are the subject of, or are required to carry out, this Contract shall be procured in accordance with the provisions of Section 403.7065, Florida Statutes.

7.20 Employment of Department Personnel:

The Contractor(s) shall not knowingly engage, employ or utilize, on a full-time, part-time, or other basis during the period of this Contract, any current or former employee of the Department where such employment conflicts with Section 112.3185, Florida Statutes.

7.21 Non-Discrimination:

No person, on the grounds of race, creed, color, national origin, age, gender, marital status or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in, the performance of this Contract.

7.22 Copyrights, Right to Data, Patents and Royalties:

Where activities supported by this Contract produce original writing, sound recordings, pictorial reproductions, drawings or other graphic representation and works of any similar nature, the Department has the right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Department to do so. If the materials so developed are subject to copyright, trademark, or patent, legal title and every right, interest, claim or demand of any kind in and to any patent, trademark or copyright, or application for the same, will vest in the State of Florida, Department of State for the exclusive use and benefit of the state. Pursuant to Section 286.021, Florida Statutes, no person, firm or corporation, including parties to this Contract, shall be entitled to use the copyright, patent, or trademark without the prior written consent of the Department of State.

The Department shall have unlimited rights to use, disclose or duplicate, for any purpose whatsoever, all information and data developed, derived, documented, or furnished by the Contractor(s) under this Contract. All computer programs and other documentation produced as part of the Contract shall become the exclusive property of the State of Florida, Department of State, with the exception of data processing software developed by the Department pursuant to Section 119.084, Florida Statutes, and may not be copied or removed by any employee of the Contractor(s) without express written permission of the Department.

The Contractor(s), without exception, shall indemnify and save harmless the Department and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by the Contractor(s). The Contractor(s) has no liability when such claim is solely and exclusively due to the combination, operation, or use of any article supplied hereunder with equipment or data not supplied by the Contractor(s) or is based solely and exclusively upon the Department's alteration of the article. The Department will provide prompt written notification of a claim of copyright or patent infringement and will afford the Contractor(s) full opportunity to defend the action and control the defense of such claim.

Further, if such a claim is made or is pending, the Contractor(s) may, at its option and expense, procure for the Department the right to continue use of, replace, or modify the article to render it non-infringing. (If none of the alternatives are reasonably available, the Department agrees to return the article to the Contractor(s) upon its request and receive reimbursement, fees and costs, if any, as may be determined by a court of competent jurisdiction.) If the Contractor(s) uses any design, device, or materials covered by letter, patent or copyright, it is mutually agreed and understood without exception that the Contract prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work to be performed hereunder.

7.23 Independent Contractor(s) Status

The parties hereto agree that the proposer, its officers, agents and employees, in the performance of an awarded Contract, shall act in the capacity of an independent Contractor(s) and not as an officer, employee or agent of the State. Proposer agrees to take such steps as may be necessary to ensure that each sub-Contractor(s) of proposer will be deemed to be an independent Contractor(s) and will not be considered or permitted to be an agent, servant,

joint venture, or partner of State. All persons furnished, used, retained, or hired or on behalf of proposer or such sub-Contractor(s), and proposer shall be responsible for payment of any and all unemployment, social security, and other payroll taxes for such persons, including any related assessments or contributions required by law.

7.24 Assignment:

The Contractor(s) shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, **without the prior written consent** of the Department. In the event of any assignment, the Contractor(s) remains secondarily liable for performance of the contract, unless the Department expressly waives such secondary liability. The Department may assign the Contract with prior written notice to Contractor(s) of its intent to do so.

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FLORIDA DEPARTMENT OF JUVENILE JUSTICE

CHECKLIST

Solicitation: ITB 002-15-16

Item: Food Products/Delivery Services

CHECKLIST

For your convenience, we offer the following checklist of items that must be returned by the bidding deadline. This checklist does not relieve the respondent of the responsibility of ensuring that all requirements of this solicitation are included with their proposal submittal.

- ____1. Food product information price sheets, with your price (Attachment I)
- ____2. Contact for Contract Administration (Attachment II)
- ____3. Mandatory Food product information price sheet (Attachment III)
- ____4. Instructions for Food product information price sheet (Attachment IV)
- ____5. Identical Tie Bids (Attachment V)
- ____6. Customer Reference (Attachment VI)
- ____7. Savings/Discounts/Price Reduction (Attachment VIII)
- ____8. Facilities Locations/Contacts/Tentative Delivery Dates (Attachment IX)

NOTE: Submit your proposal in accordance with the Timeline (Section 4.2) to the location specified in (Section 4.2) of this solicitation. Proposals shall be submitted in accordance with (Section 4.3.2).

ATTACHMENT II

MANDATORY

CONTACT FOR CONTRACT ADMINISTRATION
ITB #P002-15-16

Designate one person authorized to conduct Contract administration.

NAME: _____

TITLE: _____

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

E-MAIL ADDRESS: _____

ORDERING INFORMATION

ALL ORDERS SHOULD BE DIRECTED TO:

VENDOR(S) _____

ADDRESS: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

E-MAIL ADDRESS: _____

FAXED ORDERS WILL _____ WILL NOT _____ BE ACCEPTED.

ATTACHMENT III

MANDATORY

FOOD PRODUCT INFORMATION PRICE SHEET

BID NO.: # P002-15-16

**FOB DESTINATION: Various locations/statewide
– see Attachment VIII**

The Department shall award on an “all or none” basis **NOTE: A vendor(s) must bid on all items in order for their bid to be considered responsive.**

FOR INDIVIDUAL ITEMS, SEE INSTRUCTIONS IN ATTACHMENT IV

Note: If bidding an alternate item as an equivalent, the bidder must indicate as such in the column labeled “Bid Product Description” and attach a product specification to the Food product information price sheet.

DELIVERY WILL BE MADE WITHIN _____DAYS AFTER RECEIPT OF ORDER. (If Section 3.6) of this bid indicates a specific number of days required for delivery, then the number of days you insert here may be less than those required, but cannot be more.)

FEID# _____ NAME OF BIDDER

AUTHORIZED REPRESENTATIVE _____ DATE _____ SIGNATURE OF

ATTACHMENT IV

INSTRUCTIONS FOR PREPARING YOUR PRODUCT INFORMATION PRICE SHEET(S)

IMPORTANT

1. All items on the Food product information price sheet(s) must be bid, even those that indicate “ND”. “ND” indicates the Department has No Data to estimate quantities at this time.
2. Bidders must include the product description, manufacturer's brand name, manufacturer's product number, pack size (per case), unit price per case for each item bid. Upon request by the Department, the Contractor(s) will also provide additional nutrition facts and/or Child Nutrition Labels for specified items for further nutritional review.
3. The fixed delivery fee per case shall be entered where indicated on the Food product information price sheet. Once entered, the unit price per case and fixed delivery fee per case should automatically calculate the Extended Price. (NOTE: The Bidder(s) shall be responsible for ensuring the all prices are clearly entered on the Food product information price sheet. This includes the extended price.)
4. The preferred pack sizes listed are provided as a general guide to best meet the needs of the facilities on Attachment VIII. Bidders are authorized to bid alternate pack sizes from what is listed if it will result in a lower overall cost of the product. However, bidders shall be responsible for ensuring the usage requirements are still met.
5. If bidders are unable to provide an item meeting the exact product specification listed, but can provide an alternative product that is intended for the same purpose and of equal or better quality, the bidder must indicate as such in the column labeled “Bid Product Description” and attach a product specification to the Food product information price sheet.
6. Submit the signed copy along with the other required documents described in (Section 5.1).

ATTACHMENT V
DEPARTMENT OF JUVENILE JUSTICE
IDENTICAL TIE BIDS FORM

Solicitation: ITB P002-15-16

Item: Food Products/Delivery Services

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which 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 received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. 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.

Proposer Signature

ATTACHMENT VI
FLORIDA DEPARTMENT OF JUVENILE JUSTICE
CUSTOMER REFERENCES

Solicitation: ITB 002-15-16

Item: Food Products/Delivery Services

CUSTOMER REFERENCES

The Department is interested in the Contractor(s)'s performance and responsibility as a provider of the applicable commodity/service. Provide a statement certifying that the respondent has successfully operated a business providing the appropriate service/product continuously during the last five years. For those who have been in operation less than five years, documentation must be submitted as to why and how their proposal will be successful. Include three references of customers to whom you have provided the applicable services/products.

Respondent must provide customer's name, point of contact, telephone number, contract beginning and ending dates, and an explanation as to the relevance or similarity to this project. Adverse or unverifiable references may cause the proposal to be rejected by the State.

1. Agency or Firm: _____
Street Address: _____
City: _____
Telephone: _____
Contact Person: _____
Service provided: _____
Contract dates: _____

2. Agency or Firm: _____
Street Address: _____
City: _____
Telephone: _____
Contact Person: _____
Service provided: _____
Contract dates: _____

3. Agency or Firm: _____
Street Address: _____
City: _____
Telephone: _____
Contact Person: _____
Service provided: _____
Contract dates: _____

Sign below. Unsigned offers will not be considered. **This certifies that my firm has been in the applicable business for at least five years. Listed above are three references of customers whom my firm has provided this commodity and/or service.**

Firm: _____

FEID: _____

Authorized Signature: _____

Printed Name & Title: _____

ATTACHMENT VII

FLORIDA DEPARTMENT OF JUVENILE JUSTICE

SAVINGS/DISCOUNTS/PRICE REDUCTIONS

Solicitation: P002-15-16

Item: Food Products/Delivery Services

COMMODITY OR SERVICE: _____

Respondent: Please furnish the prices offered compared to prices that would be paid without this competitive solicitation, total savings and percent discount.

Non-discounted price each \$ _____ X quantity _____ = \$ _____ List Price.

Discounted price each \$ _____ X quantity _____ = \$ _____ Actual Price.

Additional comments or savings information:

Authorized Signature: _____

Printed Name: _____

Date: _____

To be completed by DJJ representative as applicable:

Requisition # _____ P O # _____ Division _____

Total award amount \$ _____

Attachment VIII

Detention Facilities

	Delivery Days & Times	Site Name	Address/ Phone	Contacts	Title
North Region Kakarigi, Stacey (Stacey.Kakarigi@djj.state.fl.us) Smith-Slaughter, Pennie S. (Pennie.Smith-Slaughter@djj.state.fl.us) Stua, Christi B. (Christi.Stua@djj.state.fl.us)					
Williams	Tuesday	Alachua Juvenile Detention	3440 Northeast 39th Avenue, Gainesville, FL 32609	Forrest Hallam	Superintendent
	8AM-Noon		Phone: (352) 955-2105 Fax: 352-955-2092	Ariel Veguilla Rodney Johnson	Assistant Superintendent
			Alfred.Cole@djj.state.fl.us	Alfred Cole	Food Service Director
Tristate Merchants	Thursday	Bay Juvenile Detention	450 East 11th Street, Panama City, FL 32401	Heather Hart	Superintendent
	8AM-Noon		Phone: 850-872-4706 Fax: 850-873-7099	Rhonda Hartwell	Assistant Superintendent
	(palletized)		Kimberly.Brewer@djj.state.fl.us	Kimberly Brewer	Food Service Director
Williams	Monday	Duval Regional Juvenile Detention	1241 East 8th Street, Jacksonville, FL 32206-4099	Darrell Johnson	Superintendent
	8AM-Noon		Phone: 904-798-4820 Fax: 904-798-4825	Michael Philpot Mark Refour	Assistant Superintendent
			Lisa.Randolph@djj.state.fl.us	Lisa Randolph	Food Service Director
Tristate Merchants	Thursday	Escambia Juvenile Detention	1800 St. Mary's Street, Pensacola, FL 32501	Jeanette Lee	Superintendent
	8AM-Noon		Phone: 850-595-8820 X124 Fax: 850-595-8410	Kenneth Brown Sylvester Scott	Assistant Superintendent
			Mary.Small@djj.state.fl.us	Mary (Millie) Small	Food Service Director
Tristate Merchants	Thursday	Leon Juvenile Detention	2303 Ronellis Drive, Tallahassee, FL 32310	Cody Wood	Superintendent
	8AM-Noon		Phone: 850-488-7672 Fax: 850-414-8780	Sharon Smith	Assistant Superintendent
			Kenneth.Nixon@djj.state.fl.us	Kenny Nixon	Food Service Director
Williams	Tuesday	Marion Regional Juvenile Detention	3040 NW 10th Street, Ocala, FL 34475	Irma Terry	Superintendent
	8AM-Noon		Phone: 352-732-1450 Fax: 352-732-1457	Jason Pimentel	Assistant Superintendent

			Sheila.Gillum@djj.state.fl.us	Sheila Gillum	Food Service Director
Tristate Merchants	Thursday	Okaloosa Juvenile Detention	4448 Straight Line Road, Crestview, FL 32539	Vacant	Superintendent
	8AM-Noon		Phone: 850-689-7800 Fax: 850-689-7970	Lynelle Majors	Assistant Superintendent
			Richard.Burroughs@djj.state.fl.us	Richard Burroughs	Food Service Director
Williams	Wednesday	Volusia Juvenile Detention	3840 Old Deland Road, Daytona Beach, FL 32124	Paul Finn	Superintendent
	8AM-Noon		Phone: 386-238-4780 Fax: 386-947-1577	William Bennis	Assistant Superintendent
			Sheryl.Green@djj.state.fl.us	Sheryl Green	Food Service Director
Central Region Antozzi, Colette (Colette.Antozzi@djj.state.fl.us)					
Adams	Tuesday/Friday	Brevard Juvenile Detention	5225 Dewitt Ave., Cocoa, FL 32927	Dyanne (Vickie) Alves	Superintendent
	8AM-Noon		Phone: 321-690-3400 Fax: 407-690-3412	Margie McKinney	Assistant Superintendent
			janice.hanna@djj.state.fl.us	Janice Hanna	Food Service Director
Adams	Tuesday/Friday	Hillsborough Regional Juvenile Detention (West)	3948 W. Martin Luther King, Jr. Blvd., Tampa, FL 33614	Fernando Crespo	Superintendent
	8AM-Noon		Phone: 813-871-7650 Fax: 813-873-4764	Cordell Nelson	
			Cynthia.Cleggett@djj.state.fl.us	Cynthia Cleggett	Food Service Director
Adams	Tuesday/Friday	Manatee Juvenile Detention	1803 Fifth Street West, Bradenton, FL 34205	Mathew Fitzgerald	Superintendent
	8AM-Noon		Phone: 941-741-3023 Fax: 941-741-3061	Katanga Perkins	Assistant Superintendent
			Gary.Tropea@djj.state.fl.us	Gary Tropea	Food Service Director
Adams	Monday/Thursday	Orlando Regional Juvenile Detention	2800 South Bumby Avenue, Orlando, FL 32806	Jeffrey Lonton	Superintendent
	8AM-Noon		Phone: 407-897-2800 Fax: 407-897-2856	Roosevelt Butler	Assistant Superintendent
			Martha.Diaz@djj.state.fl.us	Martha Diaz	Food Service Director
Adams	Tuesday	Pasco Juvenile Detention	28534 State Road 52, San Antonio, FL 33576	Ida Burns	Superintendent
	10AM-2PM		Phone: 352-588-5900 Fax: 352-588-5909	Diana Perreault	
			Laura.Schafer@djj.state.fl.us	Laura Schafer	Food Service Director
Adams	Thursday	Pinellas Juvenile Detention	5255 140th Avenue North, Clearwater, FL 33760	Monica Gray	Superintendent
	8AM-Noon		Phone: 727-538-7100 Fax: 727-538-7318	Charles Pitts Eris Womack	Assistant Superintendent
			Cristy.Harris@djj.state.fl.us	Cristy Harris	Food Service Director

South Region Saintil, Mamine X. (Mamine.Saintil@djj.state.fl.us) Sosa, Hortensia (Hortensia.Sosa@djj.state.fl.us)					
Adams	Monday /Thursday	Broward Juvenile Detention	222 NW 22nd Avenue, Fort Lauderdale, FL 33311	Jospeh Seeber	Superintendent
	8AM-Noon		Phone: 954-467-4563 Fax: 954-797-8506	Cleo Burns Kelly Kollen	Assistant Superintendent
			Shelronder.Pouncey@djj.state.fl.us	Shelronder Pouncey	Food Service Director
Adams	Tuesday	Collier Juvenile Detention Center	3315 E. Tamiami Trail, Naples, FL 34112	LaWanna Tynes	Superintendent (Acting)
	8AM-Noon		Phone: (239) 417-6277 Fax: 239-417-6288	Yessica Mederos	Assistant Superintendent
			Robert.Burns@djj.state.fl.us	Robert Burns	Food Service Director
Adams	Monday	Miami – Dade Regional Juvenile Detention	3300 NW 27th Avenue, Miami, FL 33142	Daryl Wolf	Superintendent
	6:30AM-Noon		Phone: 305-637-4500 Master Control Fax: 305-637-4669 Phone: 305-637-4343 Administration Fax: 305-637-2812	Eli Fance Steve Owens	Assistant Superintendent
	<i>(palletized)</i>		Betty.Jackson@djj.state.fl.us	Betty Jackson	Food Service Director
Adams	Monday/Thursday	Palm Beach Juvenile Detention	1100 45TH Street, West Palm, FL	Douglas Kane	Superintendent (Acting)
	8AM-Noon		Phone: (561) 881-5020 Fax: 561-881-5019	Kimbley Jacobs Cornelia Burden	Assistant Superintendent
			Virginia.Dennard@djj.state.fl.us	Virginia Dennard	Food Service Director
Adams	Monday	St. Lucie Juvenile Detention	1301 Bell Avenue, Fort Pierce, FL 34982	Dedilia Finlayson	Superintendent
	8AM-Noon		Phone: 772-468-3940 Fax: 772-460-4005	Vacant	Assistant Superintendent
			Barbara.Wilson@djj.state.fl.us	Barbara Wilson	Food Service Director
Adams	Tuesday/Friday	SW Florida Juvenile Detention	2525 Ortiz Avenue, Fort Myers, Florida 33905	Dennis Driscoll	Superintendent
	7:30AM-Noon		Phone: (239) 332-6927 Fax: 239-332-6931	Mary Pagano Quateliou s Mosley	Assistant Superintendent