



agency for persons with disabilities  
*State of Florida*

**INVITATION TO BID**  
**ITB #19/20-016**

**FENCING and FENCE REPAIR**

Commodity Codes: 30152000, 31152000, 72154013

## SECTION 1 – DEFINITIONS

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

- A. **Agency**: The State of Florida, Agency for Persons with Disabilities referred to in this ITB document as “the Agency”.
- B. **Breach of Contract**: The condition of the relationship between the Agency and the Contractor which exists when the Contractor fails to perform under the terms and conditions of the Contract which may result from this ITB.
- C. **Contract**: The agreement which results from this ITB between the winning Bidder and the Agency.
- D. **Contractor**: The organization or individual providing services to the Agency in accordance with the terms of the Contract which results from this ITB.
- E. **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 bid.
- F. **Mandatory Responsiveness Requirements**: Terms, conditions or requirements that must be met by the bidder to be responsive to this ITB. These responsiveness requirements are mandatory. Failure to meet these responsiveness requirements will cause rejection of a bid. Any bid rejected for failure to meet mandatory responsiveness requirements will not be further reviewed.
- G. **Material Deviations**: The Agency 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 from which a material deviation may not be waived by the Agency. A deviation is material if, in the Agency’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 Agency or otherwise adversely impact the Agency’s interest. Material deviations cannot be waived.
- H. **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 Agency.
- I. **P-Card**: Refers to the State of Florida’s purchasing card program, using the Visa platform.
- J. **Purchase Order/Direct Order**: The contract document issued by the Agency to the Vendor to procure goods and services.
- K. **Vendor, Offeror and Bidder**: A legally qualified corporation, partnership, sole proprietor, or other entity submitting a bid to the Agency pursuant to this ITB.
- L. **Winning or Successful Bidder**: The business or entity submitting the lowest responsive bid, meeting all requirements of the Agency’s ITB.

## SECTION 2 – INTRODUCTION

### 2.1 Background

The Agency for Persons with Disabilities (Agency) Pathways Buildings located at 3700 Williams Drive, Marianna, Florida is a severe pretrial rehabilitation facility for the developmentally disabled. The facilities provide complete care for the residents seven (7) days a week twenty-four (24) hours a day.

Chapter 20.197(3), Florida Statutes (F.S.), created the Agency for Persons with Disabilities as the agency responsible for providing all services to persons with developmental disabilities including the operation of all state institutional programs and the programmatic management of Medicaid waivers established to provide services to persons with developmental disabilities.

Chapter 393.11, F.S, provides that a person who has an intellectual disability or autism and requires involuntary admission to residential services provided by the Agency, receive the care, treatment, habilitation, and rehabilitation that the person needs. APD houses defendants who have been charged with a felony and who are found to be incompetent due to intellectual disability or autism, and who meets the criteria for involuntary commitment to the agency under this chapter, shall retain and provide appropriate training for the defendant. A defendant determined to be incompetent to proceed due to intellectual disability or autism may be ordered by a circuit court into a forensic facility designated by the Agency for defendants who have an intellectual disability or autism. The portion of APD that manages this population of clients is called the Developmental Disabilities Defendant Program (DDDP).

The Pathways campus is one of APD's groupings of forensic buildings that had fence damage from Hurricane Michael. Parts of Pathways fencing has been repaired, and APD now seeks a vendor to repair and replace the fencing around the DDDP Pathways Vocational Compound.

### 2.2 Statement of Purpose

The purpose of this Invitation to Bid (ITB) is to secure a purchase order agreement with responsive and responsible vendor for repair and replacement of fencing at the Pathways DDDP facility as indicated in this bid.

### 2.3 Contract

This purchase shall be accomplished through either issuance of a purchase order/direct order, two party contract both purchase order/direct order and/or two party contract or by utilization of the Agency's P-Card by authorized Agency employees.

## SECTION 3 – PRODUCT INFORMATION SPECIFICATIONS

### 3.1 Current Fencing

The current fence is constructed of 10' high chain link, 9-gauge GAW (galvanized after weaving) and is topped with razor wire. The repair consists of 9 sections of damaged fence and includes top rail, middle rail, bottom rail, material piping schedule 40 or LG 40, welded gates, preformed ties or twist ties and installation of double coil stainless steel razor ribbon.

### 3.2 Current Need

Installation, repairs and replacements needed as follows:

Section 1:	From corner to gate + 2 panels to the right, approximately 22'. Gate is 7' tall X 48" wide and must be replaced.
Section 2:	Approximately 20' repair wire rail, line post and approximately 80' to be replaced.
Section 3:	95% destroyed. Approximately 250' in length to be replaced.
Section 4:	115' in length. 1 <sup>st</sup> set of gates (closest to Sunland) to be replaced with fencing. 2 <sup>nd</sup> set of gates to remain as is.
Section 5:	Approximately 80' of fencing and 40' of razor wire hanging down to be repaired.
Section 6:	Approximately 20' of razor wire to be repaired. No fence repair in this section.
Section 7:	Replace corner to corner, demo and replace 80' and 4 panels of top rail.
Section 8:	Replace corner to corner – replace 4 top rails, 11' of razor wire plus 11' of fence to be replaced with existing posts.
Section 9:	Replace from edge of gate to corner. Gate does not need to be repaired.
Section 10:	Replace 20' razor wire, 6 panels of top rail, demo 33' of fence and replace with new and replace 1 post

**Note:** These measurements are not exact, and vendors are cautioned to visit the site and physically measure prior to submitting a bid. Vendors who fail to perform personal measurements and are awarded the bid will not be allowed to increase their cost based on the failure to fully validate the site and its conditions. **NOTE:** this is a secure facility and the only opportunity vendor will have to visit the site prior to bid submissions is during the official Site Visit as specified in Section 4.3.

**3.3 Installation**

Awarded vendor must provide all the parts, labor, and equipment to repair and/or replace the above-fencing no additional cost to the agency.

APD will be responsible for clearing the fence line and having the site ready for repair/replacement. A staging area for equipment and materials will be provided. Awarded vendor must dispose of broken fencing at no additional cost to the agency.

**3.4 Hours of Operation**

Hours of operation shall be limited to Monday through Friday between the hours of 7:30 a.m. and 3:30 p.m. CST and Saturday and Sunday between the hours of 7:30a.m. and 3:30 p.m. CST.

**3.5 Codes and Inspections**

The vendor is required to comply with all federal, state and local laws; ordinances; rules; regulations and codes that in any manner affect the work. Ignorance on the part of the vendor will in no way relieve him from this responsibility. All inspections required to ensure compliance with required codes are the responsibility of the vendor and must be accepted by the contract manager.

**3.6 Safety Requirements**

Vendor shall comply with applicable requirements of Occupational Safety and Health Act (OSHA) and any standard there under. The specified safety regulations shall be enforced during the complete performance of the contract. The vendor shall comply with the Department of Labor, Occupational Safety and Health Regulations for construction, promulgated under the Occupational Safety and Health Act of 1970 (P.L. 91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (P.L.91-54). The vendor alone shall be responsible for the safety, efficiency and adequacy of his equipment, appliances and methods and for any damage that may result from their failure or their improper construction, maintenance or operation.

**3.7 Work Schedule**

The vendor shall submit a proposed work schedule with their quote. The proposed schedule shall be in the form of a detailed report showing the following information:

- 1) work dates
- 2) work shift times
- 3) number of employees on site per shift
- 4) desired start date and duration of the entire project through completion

Vendors shall submit costs for the entire project, that must include all services and fees associated with the project. The Agency will not pay any additional fees for the completion of this project, i.e. landfill fees, travel, lodging, etc.

**3.8 Weather Conditions**

In the event of temporary suspension of work or during inclement weather or whenever the Agency's contract manager shall direct, the vendor will, and will cause his subcontractors to, protect carefully his and their work and materials against damage or injury from weather. If any work or materials shall have been damaged or injured by reason of failure on the part of the vendor or any of his subcontractors so to protect his work, such materials shall be removed and replaced at the expense of the vendor.

**3.9 Insurance Requirements**

The vendor shall not commence any work in connection with the project until he has obtained all of the following types of insurance and such insurance has been approved by the owner, nor shall the vendor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida through an authorized licensed Florida Agent.

**3.10 Contractual Liability-Work Contracts**

The vendor's liability policy shall include contractual liability coverage designed to protect the vendor from contractual liabilities assumed by the vendor in the performance of this contract.

**3.11 Certificate of Insurance**

The vendor shall furnish proof of insurance coverage prior to commencement of any site work. The vendor shall furnish a Certificate of Insurance for all insurance required by this contract and shall include the State of Florida, APD, as additional insured. The form(s) shall be completed and signed by the authorized Licensed Florida Agent and returned to the Project Manager. Certificate(s) shall be dated and show:

1. Name of the insured vendor, specific job by name, name of the insurer, number of the policy, its effective date and its termination date.
2. Statement that the insured will mail notice to the owner, at least thirty (30) calendar days, prior to any material changes in provisions or cancellation of the policy.

**3.12 Vendor's Commercial General Liability Insurance**

The vendor shall take out and maintain during the life of the contract:

Minimum Limits of Liability \$1,000,000 each occurrence \$2,000,000 aggregate  
Including Bodily Injury, Property Damage and products and completed operations.

**3.13 Vendor's Automobile Liability Insurance**

The vendor shall take out and maintain during the life of this project Automobile Liability insurance for all claims that may arise from all operations performed under this agreement:

Minimum Limits of Liability \$300,000 any automobile

**3.14 Worker's Compensation Insurance**

During the contract term, the vendor, at its sole expense, shall provide commercial insurance such a type and with such terms and limits as may be reasonably associated with the contract, which, as a minimum, shall be workers' compensation and employer's liability insurance in accordance with Chapter 440, Florida Statutes, with minimum employers' liability limits of \$100,000 per accident, \$100,000 per person and \$500,000 policy aggregate. Such policy shall cover all employees engaged in any contract work.

Employers who have employees who are engaged in Florida must use Florida rates, rules and classifications for those employees. In the construction industry, only corporate officers of a corporation or any group of affiliated corporations may elect to be exempt from workers' compensation coverage requirements. Such exemptions are limited to a maximum of three per corporation and each exemption holder must own at least 10% of the corporation. Independent vendors, sole proprietors and partners in the construction industry cannot elect to be exempt and must maintain workers' compensation insurance.

**3.15 Hold Harmless and Indemnify**

The vendor shall hold harmless, and indemnify to the fullest extent permitted by law, the State of Florida, APD, APD employees, and/or APD clients from and against any and all claims, damages, losses and expenses, including, but not limited to attorneys' fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death or injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the vendor, subcontractor(s), anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.

**3.17 Insurance, Loss Deductible Clause**

The State of Florida shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the vendor providing such insurance.

**3.16 Insurance, Independent/Subcontractor's Commercial General Liability**

The vendor shall require each of his independent or subcontractors to secure and maintain during the life of the subcontract, insurance of the type specified above or insure the activities of his independents/subcontractors in his policy, as specified above, including a separate Owners, Vendors Protective Liability Policy.

**3.17 Invoicing and Payment**

Payment will be made by state government warrant upon completion of the project or at another mutually agreed upon schedule. Invoices must be submitted in triplicate, and in sufficient detail, to allow for proper pre-audit and post-audit thereof, to the Agency's Contract Manager.

The Department will then place the invoice in line for payment. Payment shall be made in accordance with Section 215.422, Florida Statutes, which states the vendor's rights and the state agency's responsibility concerning interest penalties and time limits for payment of invoices.

**3.18 Warranty**

In addition to any manufacturer's warranties, the successful vendor shall provide a minimum of a one (1) year warranty on all parts and labor provided under this agreement.

**3.19 Delivery and Installation**

The vendor bid shall state the number of days, after receipt of order, that the product will ship and the number of days and hours it will take to install the fencing. As this campus is a twenty-four (24) hour seven (7) day a week operation and it is vital to the operation of the site and that the installation be made as quickly as possible.

**3.20 Damaged Goods**

The vendor shall be responsible for filing, processing and collecting all damage claims. However, to assist the vendor in the expeditious handling of damage claims, the ordering office will:

- Record any evidence of visible damage on all copies of the delivery carrier’s Bill of Lading.
- Report damage (visible or concealed) to the carrier and contract supplier, confirming such reports, in writing, within fifteen (15) days of delivery, requesting that the carrier inspect the damaged merchandise.
- 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.
- Provide the vendor with a copy of the carrier’s Bill of Lading and Damage Inspection Report.

**3.21 Sub-Contractors**

If the Respondent proposes to use any subcontractors, you must provide the following information:

- a) Describe experience as a prime contractor managing subcontractors, and the plan to manage and coordinate any proposed subcontractors.
- b) Describe in detail what tasks the subcontractors will be performing and what total percent of the contract will be subcontracted to other vendors at the time the ITB response is submitted
- c) Provide the company names, address and scope of work that subcontractors will be performing.
- d) The Agency reserves the right to approve or reject any subcontractor for any reason.

**SECTION 4 – PROCUREMENT RULES AND INFORMATION**

**NOTE:** In accordance with Section 60A-1.002 (7), Florida Administrative Code, the Agency of Management Service’s form PUR 1001 must be included in all solicitations. The PUR 1001 is similar to the requirements of this section (Section 4) of this ITB. In the event of any conflict between this section (Section 4) of the solicitation, and the PUR 1001 form, the provisions of this section SHALL prevail.

**4.1 Procurement Officer/Contact Person:** Questions related to this procurement should be addressed to:

Beth Sparkman  
 Director of Support Services  
 4030 Esplanade Way, Suite 215  
 Tallahassee, FL 32399  
 850-922-9922  
 beth.sparkman@apdcares.org

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

**4.2 Calendar of Events**

Listed below are the important actions and dates/times by which the actions must be taken or completed. If the Agency 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.

<u>Date</u>	<u>Time</u>	<u>Action</u>
03/20/20		Release of ITB
03/31/20	10:00 AM <b>CST</b>	Site Visit to be held in Marianna, FL
04/02/20	5:00 PM EST	Last day for written questions and inquiries
04/03/20	3:00 PM EST	Anticipated date that written responses to written questions/ inquiries will be posted on the Vendor Bid System.
04/09/20	2:00 PM EST	Bid opening Anticipated date of posting of recommended award on
04/13/20		Vendor Bid System
04/17/20		Anticipated date for issuance of purchase order/direct order or other document

### 4.3 Site Visit:

There will be a non-mandatory site visit for participating prospective vendors and/or vendors' representatives. The purpose of this visit is to view the site to ascertain the scope of the damage. The Site Visit will be held at the date, time, and place specified above. All vendors must sign in at the respective place specified below. The Site Visit is to review the ITB with interested vendors so that areas of misunderstanding or ambiguity are clarified, and so that the vendors may familiarize themselves with the conditions that might in any manner affect the work to be done, or the equipment, materials, and labor required. Prospective vendors shall examine this ITB carefully. Ignorance of any requirements contained herein will not relieve the vendor of liability and obligations under the resulting contract.

Location: 3700 Williams Drive

Marianna, Florida

Front Gate: Inform the guards at the front gate you are here for a bid site visit and they will instruct you where to go.

### 4.4 COVID-19

Executive Order 20-002 prohibits certain individuals from visiting facilities designated as nursing homes, assisted living facilities, adult family-care homes, long-term care facilities and adult group homes. APD Sunland DDDP Pathways is designated as a long-term care facility. Any vendor and vendor employee that needs access to this location will be asked these and other questions every time they visit the campus:

- Have you been infected with COVID-19 and have not had two consecutive negative test results separated by 24 hours;
- Are you experiencing or presenting symptoms of cough, fever, shortness of breath, or sore throat;
- Have you have been in close contact with a person(s) infected with COVID-19 who has not tested negative for COVID-19;
- Have you traveled internationally within that last 14 days;
- Have you been on a traveled on a cruise ship within the last 14 days;
- Have you been in a community with confirmed community spread of COVID-19, as identified by the Centers for Disease Control and Prevention or a state public health agency?

Individuals that answer yes to any of the above listed questions or refuse to answer the questions will be denied access to the campus. Vendor failure to perform due to staff being denied access will not be an excuse for delay of the project.

All vendors and their employees may be required to wear face mask while on campus. Vendors will be responsible for supplying these for their staff.

### 4.5 Submission of Bids

Each bid shall be prepared simply and economically, following the instructions contained herein. Bids can not be emailed or faxed.

### 4.6 Bid Opening

The bid opening will be held at the time and date specified in the "Calendar of Events" (Section 4.2) in the Purchasing Office, 4030 Esplanade Way, Suite 215, Tallahassee, Florida. Bids are to be submitted in a sealed envelope with the bid number and opening date and time identified on the outside.

The name of all bidders submitting bids shall be made available to interested parties upon written request to the contact person listed in Section 4.1. Any person with a qualified disability shall not be denied equal access and effective communication regarding any bid/proposal documents or the attendance at any related meeting or bid/proposal opening. Electronic or faxed copies of the proposal is not acceptable.

Building 4030 is a secured facility, if you are hand delivering your bid, please allow sufficient time to gain access into the building.

### 4.7 Costs of Preparing Bid

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

### 4.8 Disposition of Bids and Public Records Requests

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. The State of Florida shall have the right to use all ideas, or adaptations of those ideas, contained in any bid received in response to this ITB. Selection or rejection of the bid will not affect this right.

### 4.9 Bid Rules for Withdrawal

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

#### 4.10 Rejection of Bids

The Agency reserves the right to reject any or all bids failing to meet mandatory responsiveness requirements or containing material deviations.

#### 4.11 Mandatory Responsiveness Requirements

Mandatory responsiveness requirements are terms, conditions or requirements that must be met by the bidder to be responsive to this Invitation to Bid. Failure to meet these mandatory requirements will cause rejection of a bid.

#### 4.12 Material Deviations

The Agency 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 Invitation to Bid indicates a requirement or condition from which a material deviation may not be waived by the Agency. A deviation is material if, in the Agency's sole discretion, the deficient response is not in substantial accord with this Invitation to Bid 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 Agency or otherwise adversely impact the Agency's interest. Material deviations cannot be waived and shall be the basis for rejection of a bid.

#### 4.13 Minor Irregularities

A minor irregularity is 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 Agency.

#### 4.14 Bid Questions and Inquiries

To the extent that there are any varying conditions, this section supersedes DMS PUR 1001 -General Instructions to Respondents.

- a) Questions will only be accepted if submitted in writing and received on or before the date and time specified in the Calendar of Events (Section 4.2). Responses will be made in writing and posted on the Vendor Bid System, on or about the anticipated date referenced in the Calendar of Events.
- b) The bidder shall examine this ITB to determine if the Agency's requirements are clearly stated. If there are any requirements which restrict competition, the bidder may request, in writing, to the Agency, that the specifications be changed. The bidder who requests changes to the Agency's specifications must identify and describe the bidder's difficulty in meeting the Agency's specifications, must provide detailed justification for a change, and must specify recommended changes to the specifications. Requests for changes to this ITB must be received by the Agency no later than the date shown for written inquiries in the "Calendar of Events" in Section 4.2. A bidder's failure to request changes by the date described above shall be considered to constitute bidder's acceptance of Agency's specifications. The Agency shall determine what changes to this ITB shall be acceptable to the Agency. If required, the Agency shall issue an addendum reflecting the acceptable changes to this ITB, which shall be posted on the Vendor Bid System in order that all bidders be given the opportunity of bidding for the same specifications.
- c) Any inquiries from bidders concerning this ITB shall be submitted in writing, identifying the submitter, to the individual identified in Section 4.1 of this ITB and must be received no later than the date and time specified in Section 4.2 of the Calendar of Events. (E-mail inquiries are preferred with the bidder following up by mailing or faxing a hard copy.) It is the responsibility of the bidder to confirm receipt of e-mailed and faxed inquiries.
- d) Failure to file a protest of the bid specifications within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.
- e) A formal written protest must be accompanied by a bond payable to the Agency in the amount of 1 percent of the Agency's estimate of the total value of the proposed contract. The form of the bond shall be a bond, cashier's check, or money order.

#### 4.15 Addenda

Addenda and clarification to this ITB along with an Addendum Acknowledgment Form will be posted on the Vendor Bid System should changes to the bid occur. The Addendum Acknowledgment Form, that is included with each posting, shall be signed by an authorized company representative, dated, and returned with the bid, as specified in Section 5, Bid Format and Contents.

#### 4.16 Changes

No substitutions, variations or changes to contract terms, conditions or specifications will be permitted or acknowledged unless approved, in writing, by the Purchasing Office for the Agency. The Agency prohibits modification of a bid after bids are opened. Therefore, any changes or variations to the original contract terms, conditions or specifications must have the prior written approval of the Purchasing Office.



**4.17 Cost Discussions**

Any discussion by the bidder with any employee or authorized representative of the Agency 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 bid.

**4.18 Verbal Instructions**

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

**4.19 No Prior Involvement and Conflicts of Interest**

The Contractor shall not compensate in any manner, directly or indirectly, any officer, agent or employee of the Agency 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. No officer, agent, or employee of the Agency 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 Agency or the State of Florida.

The Contractor 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.

**4.20 State Licensing Requirements**

All entities defined under Chapters 607, 608, 617, 620, 621 or 622, Florida Statutes, seeking to do business with the Agency shall be properly licensed and in good standing with the Florida Agency of State and all applicable regulatory agencies.

**4.21 MyFloridaMarketPlace Registration**

Vendors must have completed registration with the Florida Department of Management Services (DMS) State Purchasing, prior to issuance of a purchase order.

Vendors may register online at: <https://vendor.myfloridamarketplace.com/>

For additional information, see PUR 1000 and 1001.

<https://www.myfloridacfo.com/division/AA/images/worksflyerrolloutnourl.jpg>

**4.22 Public Entity Crimes**

A person or affiliate who has been placed on the Convicted Contractor 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, supplier, subcontractor, or consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the Convicted Contractor List.

**4.23 Discriminatory Vendor List**

An entity or affiliate who has been placed on the Discriminatory Vendor 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, supplier, subcontractor or consultant under contract with any public entity and may not transact business with any public entity.

**4.24 Unauthorized Employment of Alien Workers**

The Agency shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this contract.

**4.25 Office of Supplier Diversity**

The Florida Legislature, in an effort to encourage the growth of small and minority businesses, recommends that the prime Contractor utilize minority sub-contractors in performance of State contracts whenever possible.

The Office of Supplier Diversity has standing to protest, pursuant to s. 287.09451 F.S., in a timely manner, any proposed contract award in competitive bidding for contractual services and construction contracts that fails to include minority business enterprise participation, if any responding Contractor has demonstrated the ability to achieve any level of participation, or any contract award for commodities where, a reasonable and economical opportunity to reserve a contract Statewide or district level, for minority participation was not executed or, any agency failed to adopt preference for minority participation. Any low Contractor with no participation may be deemed not in "good faith."

A list of qualified minority Contractors is available at <http://osd.dms.state.fl.us>.

#### 4.26 Diversity

The State of Florida is committed to supporting its diverse business industry and population through ensuring participation by minority-, women-, and service-disabled veteran business enterprises in the economic life of the state. The State of Florida Mentor Protégé Program connects minority-, women-, and service-disabled veteran business enterprises with private corporations for business development mentoring. We strongly encourage firms doing business with the State of Florida to consider this initiative. For more information on the Mentor Protégé Program, please contact the Office of Supplier Diversity at (850) 487-0915.

The state is dedicated to fostering the continued development and economic growth of small, minority-, women-, and service-disabled veteran business enterprises. Participation by a diverse group of Vendors doing business with the state is central to this effort. To this end, it is vital that small, minority-, women-, and service-disabled veteran business enterprises participate in the state's procurement process as both Contractors and sub-contractors in this solicitation. Small, minority-, women-, and service-disabled veteran business enterprises are strongly encouraged to contribute to this solicitation.

The Contractor shall submit documentation addressing diversity and describing the efforts being made to encourage the participation of small, minority-, women-, and service-disabled veteran business enterprises Information on Certified Minority Business Enterprises (CMBE) and Certified Service-Disabled Veteran Business Enterprises (CSDVBE) is available from the Office of Supplier Diversity at:

[http://dms.myflorida.com/other\\_programs/office\\_of\\_supplier\\_diversity\\_osd/](http://dms.myflorida.com/other_programs/office_of_supplier_diversity_osd/).

Quarterly Reports of revenue paid to certified W/MBE and certified SDVBE contractors (agents or subcontractors) as a result of any award shall be provided to the Agency Purchasing Office by the Prime Contractor on an Agency by Agency (or other eligible user) level.

#### 4.27 Posting of Recommended Award

The recommended award is anticipated to be posted on the Vendor Bid System and at the Agency Purchasing Office located in Tallahassee, Florida, on or about the date shown in the "Calendar of Events" (Section 4.2) and will remain posted for a period of seventy-two (72) hours (three business days).

- a) Any bidder who desires to protest the recommended award must file the following documents with the Agency Clerk in the Agency's Office of General Counsel, 4030 Esplanade Way, Suite 335, Tallahassee, Florida 32399, and provide copies to the Contact Person listed in Section 4.1 of this ITB:
- b) Failure to file a protest within the time prescribed in Chapter 120.57(3), Florida Statutes or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.
- c) A formal written protest must be accompanied by a bond payable to the Agency in the amount of 1 percent (1%) of the Agency's estimate of the total value of the proposed contract. The form of the protest bond shall be a bond, cashier's check or money order.
- d) The Agency shall not be obligated to pay for information obtained from or through any bidder prior to entering into a contract with the winning bidder.

## SECTION 5 – BID FORMAT AND CONTENTS

This section contains instructions that describe the required format for the submitted bid. The bidder shall supply one (1) original, signed bid, which shall include all required documents, in a sealed envelope, clearly marked "Bid – ITB #19/20-016".

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. A Submittal Checklist (Exhibit 1) has been provided to assist vendors in preparing their bid response.

#### 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 a bid.

- a) It is mandatory that the bidder supply one (1) original, signed and sealed bid. The envelope shall be sealed and clearly marked "Bid – ITB- #19/20-016.
- b) It is mandatory that the bidder list their bid prices on a Cost Information Sheet(s) as indicated on Attachment 1. Bidders are to quote NET BID PRICES. All cash discounts allowed for prompt payment of bills should be incorporated into net bid prices. By submitting a bid under this ITB, each Bidder warrants its agreement to the prices submitted. Any qualifications counter-offers or deviations shall render the bid non-responsive.
- c) It is mandatory that the bidder complete and submit the Vendor Representative and Alternative Information Form (Attachment 2).
- d) It is mandatory that the bidder complete and submit the Mandatory Certifications / Master Certification For (Attachment 3) and attach the document to your bid.
- e) It is mandatory that the bidder complete and submit the Tie Breaking Certification Form (Attachment 4).
- f) The Mandatory Requirements Checklist is a document used by the Agency to validate submissions. Vendors do not complete this form (Attachment 5).
- g) It is mandatory that the bidder complete and submit, if applicable, the Drug Free Workplace Form (Attachment 6).
- h) It is mandatory should any Bid Addenda be released that vendor submit the Bid Addenda acknowledgment in their bid submission.

## **5.2 Preferences**

The following sub-sections describe statutorily mandated preferences given to bidders meeting certain criteria. If a bidder qualifies for and wishes to take advantage of any preference, the must submit the required documentation for consideration.

## **5.3 Commodities manufactured, grown, or produced in state**

Per Section 287.082, FS, whenever two or more competitive sealed bids are received, one or more of which relates to commodities manufactured, grown, or produced within this state, and whenever all things stated in such received bids are equal with respect to price, quality, and service, the commodities manufactured, grown, or produced within this state shall be given preference. To be eligible for this preference, bidders must provide a statement on their company letterhead attesting to the fact that the specified products will be manufactured, grown, or produced within this state.

## **5.4 Certain Foreign Manufacturers**

Per Section 287.092, FS, any foreign manufacturing company with a factory in the state and employing over 200 employees working in the state shall have preference over any other foreign company when price, quality, and service are the same, regardless of where the product is manufactured. To be eligible for this preference, bidders must provide a statement on their company letterhead attesting to the fact that they have a factory in the State of Florida employing over 200 employees working in the state.

## **5.6 Drug-free Workplace Programs**

Per Section 287.087, FS, whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall attest that their program meets all the criteria set forth in Attachment 4. To be eligible for this preference, bidders must sign and submit Attachment 7.

## **5.7 Certified Minority Business Enterprise**

Per Section 287.057 (11), FS, if two equal responses to a solicitation or a request for quote are received and one response is from a certified minority business enterprise, the agency shall enter into a contract with the certified minority business enterprise. To be eligible for this preference, bidders must submit a copy of their certification issued by the Florida Department of Management Services Office of Supplier Diversity.

## **5.8 Florida Service-Disabled Veteran Preference**

Per Section 295.187, FS, when considering two or more bids, proposals, or replies for the procurement of commodities or contractual services, at least one of which is from a certified service-disabled veteran business enterprise, that are equal with respect to all relevant considerations, including price, quality, and service, shall award such procurement or contract to the certified service-disabled veteran business enterprise. To be eligible for this preference, bidders must submit a copy of their certification issued by the Florida Department of Management Services Office of Supplier Diversity.

## SECTION 6 – AWARD OF CONTRACT

The Agency will award the Contract to the bidder having the lowest cost and has been determined to be both responsive and responsible.

### 6.1 Responsiveness Review

To be deemed as a responsive bid, the document must be received by the Agency on or before the date specified in the Procurement schedule (Section 4.2). The bidder shall supply one (1) original, signed bid, which shall include all required documents, in a sealed envelope, clearly marked “**Bid – ITB #19/20-016** Required (mandatory) documents that must be submitted with the bid response are as follows:

- Attachment 1 – Cost Information Sheet
- Attachment 2 – Vendor Representative Information Form
- Attachment 3 - Mandatory Certifications/Master Certification
- Attachment 4 - Tie Breaking Certification Form
- Attachment 5 - Form for Agency use only
- Attachment 6 - Drug Free Workplace Form

All forms must be completed in their entirety, and if required, must be signed. The signer of the document must be a person authorized to bind the firm. Bids received after the date and time indicated in the Procurement Schedule will be returned unopened. Bids submitted without all the required documents, or with documents that are incomplete or not signed, will be rejected and not further evaluated.

### 6.2 Exclusionary Lists Check / Verification

Following the responsiveness review, the Agency will check various lists to determine if the bidder has been excluded from participating in the public bidding and/or contracting process. The lists to be used for this stage of bid evaluation are as follows:

- Convicted Vendor List pursuant to Section 287.133(3)(d), Florida Statutes.
- Suspended Vendor List pursuant to Rule 60A-1.006, F.A.C.
- Discriminatory Vendor List pursuant to Section 287.134 (2) (a), Florida Statutes.
- Vendor Complaint List pursuant to Rule 60A-1.006(1), F.A.C.

Should a bidder’s name appear on any of these exclusionary lists, their bid will be rejected and not further evaluated.

### 6.3 Price Determination

To determine the apparent low bidder, the Agency will perform any weighted cost calculation on the bottom portion of the Cost Information Sheet using the unit costs for each of the specified or selected items. Any bids determined to be non-responsive per Section 6.1 above will not be further evaluated even if it is determined that it is the apparent low bid. Furthermore, the Agency will not further evaluate a bid that has been submitted by a vendor whose name appears on any of the exclusionary lists as provided in Section 6.2 above.

Any Cost Information Sheet(s) that is/are incomplete or in which there are significant inconsistencies or inaccuracies may be rejected by the Agency. No deviations, qualifications, or counter-offers will be accepted. The Agency reserves the right to reject any and all bids. All calculations will be reviewed and verified. The Agency may correct mathematical errors; however, in the event of any miscalculation, unit prices shall prevail.

## SECTION 7 – CONTRACT TERMS AND CONDITIONS

**NOTE:** In accordance with Section 60A-1.002 (7), Florida Administrative Code, the Department of Management Services’ form PUR 1000 must be included in all solicitations. The PUR 1000 is similar to the requirements of this section (Section 7) of the ITB. In the event of any conflict between this section (Section 7) of the solicitation, and the PUR 1000 form, the provisions of this section will prevail.

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 Contract

A bidder’s bid in response to this ITB shall be considered as the bidder’s formal offer. Where a Purchase Order/Direct Order will be issued by the Agency, this ITB and the Bidder’s bid shall be incorporated by reference into and thereby become a part of that Purchase Order/Direct Order. If there is a conflict in language, the Agency’s ITB will govern.

**7.2 Termination at Will**

The Purchase Order may be terminated by either party upon no less than thirty (30) calendar days' notice, without cause, unless a lesser time is mutually agreed upon by both parties. Notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery.

**7.3 Termination Due to Lack of Funds**

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

**7.4 Termination for Cause**

If any breach of the terms and conditions of the Agency's Purchase Order or any of its incorporated documents occurs by the Vendor, the Agency may, by written notice to the Contractor, cancel the Purchase Order upon twenty-four (24) hours' notice. Notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery. If applicable, the Agency may employ the default provisions in Chapter 60A-1.006, Florida Administrative Code. The provisions herein do not limit the Agency's right to remedies at law or to damages.

**7.5 Termination for Unauthorized Employment**

Violation of the provisions of Section 274A(e) of the Immigration and Nationalization Act, shall be grounds for unilateral cancellation of the Purchase Order/Direct Order.

**7.6 Payments and Invoices**

- a) The Contractor agrees to submit invoices for compensation for delivery of products in detail sufficient for a proper pre-audit and post-audit thereof. Invoices will be paid upon receipt, inspection and acceptance of product(s). Invoices shall be sent to the location as identified on any purchase order/direct order.
- b) The State of Florida has implemented a purchasing card program, using the Visa platform. Vendors may receive payment from facilities by the purchasing card in the same manner as other Visa purchases. By submitting a bid in response to this ITB, the vendor agrees that it will accept payment through use of the Agency's purchasing card.

**7.7 Agency Contract Manager:**

The individual named below is designated as the Agency Contract Manager for this contract and will receive for the Agency all services and invoices called for in this contract and will represent the Agency in the technical phases of work. However, in no event shall any understanding, agreement, contract modification, or other matter in deviation from the terms, conditions, and specifications of this contract between the vendor and a person other than the Executive Director or designee be effective or binding upon the Agency unless approved in writing by the Executive Director or designee. The Agency shall notify the vendor in the event there is any change of Contract Manager.

Ryland Musick  
 DDDP  
 Pathways General Services  
 850-868-0271

**7.8 Agency Procurement Officer:**

The individual named below is designated as the Agency Procurement Officer for this contract. No understanding, agreement, contract modification, or other matter in deviation from the terms, conditions, and specifications of this contract between the vendor and the Agency shall be effective or binding unless approved in writing by the Agency's Executive Director or designee. The Agency shall notify the vendor should there be a change of the Procurement Officer.

NAME: Beth Sparkman  
 TITLE: Director of Support Services  
 PHONE: 850-922-9922  
 E-MAIL: beth.sparkman@apdcares.org

Mailing Address (USPS):  
 Agency for Persons with Disabilities  
 4030 Esplanade Way, Suite 215  
 Atten: Beth Sparkman  
 Tallahassee, FL 32399

**7.9 Vendor's Expenses**

The successful bidder 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.

**7.10 Governing Law and Venue**

This Contract is executed and 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. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

**7.11 Records/Audit Records**

- a) The successful bidder 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 Agency under this Contract, and agrees to provide a financial and compliance audit to the Agency or to the Office of the Auditor General and to ensure that all related party transactions are disclosed to the auditor.
- b) The successful bidder agrees to include all record-keeping requirements in all subcontracts and assignments related to this Contract.

**7.12 Retention of Records**

The successful bidder agrees to retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertaining to this Contract for a period of five (5) years. The successful bidder shall maintain complete and accurate record-keeping and documentation as required by the Agency and the terms of this Contract. Copies of all records and documents shall be made available for the Agency upon request. All invoices and documentation must be clear and legible for audit purposes. All documents must be retained by the successful bidder at the address listed on the ITB Acknowledgment form, for the duration of this Contract. Any records not available at the time of an audit will be deemed unavailable for audit purposes. Violations will be noted and forwarded to the Agency's Inspector General for review. All documents must be retained by the Vendor at the Vendor's primary place of business for a period of five (5) years following termination of the Contract, or, if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings. The Vendor shall cooperate with the Agency to facilitate the duplication and transfer of any said records or documents during the required retention period. The Vendor shall advise the Agency of the location of all records pertaining to this Contract and shall notify the Agency by certified mail within ten (10) days if/when the records are moved to a new location.

**7.13 Prison Rehabilitative Industries and Diversified Enterprises, Inc. ("PRIDE")**

The Bidder agrees that any articles which are the subject of, or are required to carry out this Contract, shall be purchased from PRIDE, identified under Chapter 946, Florida Statutes, in the same manner and under the procedures set forth in Sections 946.515(2) and (4), Florida Statutes. The Bidder shall be deemed to be substituted for the Agency in dealing with PRIDE, for the purposes of this Contract. This clause is not applicable to subcontractors, unless otherwise required by law. Available products, pricing, and delivery schedules may be obtained by contacting PRIDE.

**7.14 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 and Section 287.045, Florida Statutes.

**7.15 Sponsorship**

If the Contractor is a nongovernmental organization which sponsors a program financed partially by state funds, including any funds obtained through this Contract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by *Vendor* and the State of Florida, Agency for Persons with Disabilities." If the sponsorship reference is in written material, the words "State of Florida, Agency of Revenue" shall appear in the same size letters or type as the name of the organization. Prior approval must be obtained from the Agency of Revenue before any type of publicizing or advertising is done.

**7.16 Employment of Agency Personnel**

The Contractor 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 Agency where such employment conflicts with Section 112.3185, Florida Statutes.

**7.17 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.

**7.18 Americans with Disabilities Act**

Any vendor or contractor submitting a bid or proposal to the Agency for providing commodities or contractual services may not exclude any person(s) from participating in; deny any person(s) the proceeds or benefits of; not otherwise subject any person(s) or subcontractors to any

form of discrimination based on grounds of race, creed, color, national origin, age, sex, or disability. Any vendor or contractor which is providing commodities or contractual services, or possible subcontractor, must comply with the pertinent portion of the Americans with Disabilities Act of 1990, Public Law 101-336.

#### **7.19 Indemnification**

The Contractor shall be liable, and agrees to be liable for, and shall indemnify, defend, and hold the Agency, its employees, agents, officers, heirs, and assignees harmless from any and all claims, suits, judgments, or damages including court costs and attorney's fees arising out of intentional acts, negligence, or omissions by the Contractor, or its employees or agents, in the course of the operations of this Contract, including any claims or actions brought under Title 42 USC §1983, the Civil Rights Act.

#### **7.20 Bidder's Insurance**

The Contractor agrees to provide adequate insurance coverage on a comprehensive basis and to hold such insurance at all times during the existence of this Contract. The Contractor accepts full responsibility for identifying and determining the type(s) and extent of insurance necessary to provide reasonable financial protection for the Contractor and the Agency under this Contract. Upon issuance of the Purchase Order, the vendor may be required to furnish the Agency written verification of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Agency reserves the right to require additional insurance where appropriate.

If the Contractor is a state agency or subdivision as defined in Section 768.28, Florida Statutes, the Contractor shall furnish the Agency, upon request, written verification of liability protection in accordance with Section 768.28, Florida Statutes. Nothing herein shall be construed to extend any party's liability beyond that provided in Section 768.28, Florida Statutes.

#### **7.21 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 Agency 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 Agency 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 Agency 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 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 Agency pursuant to Section 119.083, Florida Statutes, and may not be copied or removed by any employee of the Contractor without express written permission of the Agency.

The Contractor, without exception, shall indemnify and save harmless the Agency 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. The Contractor 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 or is based solely and exclusively upon the Agency's alteration of the article. The Agency will provide prompt written notification of a claim of copyright or patent infringement and will afford the Contractor 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 may, at its option and expense, procure for the Agency 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 Agency agrees to return the article to the Contractor upon its request and receive reimbursement, fees and costs, if any, as may be determined by a court of competent jurisdiction.) If the Contractor 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.

#### **7.22 Confidential, Proprietary, Copyrighted, or Trade Secret Material**

The Agency takes its public records responsibilities as provided under chapter 119, Florida Statutes and Article I, Section 24 of the Florida Constitution, very seriously. If Bidder 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, Bidder must also simultaneously provide the Agency with a separate **redacted copy** of its bid 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 Agency's solicitation name, number, and the name of the Bidder on the cover, and shall be **clearly titled "Redacted Copy."** The Redacted Copy shall be provided to the Agency at the same time Bidder submits its bid to the solicitation and must only exclude

or obliterate those exact portions which are claimed confidential, proprietary, or trade secret. The Bidder shall be responsible for defending its determination that the redacted portions of its bid are confidential, trade secret or otherwise not subject to disclosure. Further, Bidder shall protect, defend, and indemnify the Agency for any and all claims arising from or relating to Respondent's determination that the redacted portions of its bid are confidential, proprietary, trade secret or otherwise not subject to disclosure. If Bidder fails to **submit a Redacted Copy** with its bid, the Agency is authorized to produce the entire documents, data or records submitted by Bidder in answer to a public records request for these records.

Copyrighted material will be accepted as part of the bid only if accompanied by a waiver that will allow the Agency to make paper and electronic copies necessary for the use of Agency staff, agents and public record requests. It is noted that copyrighted material is not exempt from the Public Records Law, Chapter 119, Florida Statutes

### **7.23 Disputes**

Any dispute concerning performance of this Contract shall be resolved informally by the Contract Manager. Any dispute that can not be resolved informally shall be reduced to writing and delivered to the Agency's Procurement Officer identified Section 4.1 who shall decide the dispute, reduce the decision to writing, and deliver a copy to the Vendor and the Contract Manager.

### **7.24 Independent Vendor Status**

The Contractor shall be considered an independent Vendor in the performance of its duties and responsibilities under this Contract. The Agency shall neither have nor exercise any control or direction over the methods by which the Contractor shall perform its work and functions other than as provided herein. Nothing in this Contract is intended to, nor shall be deemed to constitute, a partnership or a joint venture between the parties.

### **7.25 Assignment**

The Contractor shall not assign its responsibilities or interests under this Contract to another party without prior written approval of the Agency's Contract Manager and the Procurement Officer identified in Section 4.1. The Agency shall, at all times, be entitled to assign or transfer its rights, duties and obligations under this Contract to another governmental agency of the State of Florida upon giving written notice to the Contractor.

### **7.26 Force Majeure**

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Contract or interruption of performance resulting directly or indirectly from acts of God, accidents, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes.

### **7.27 Severability**

The invalidity or unenforceability of any particular provision of this Contract shall not affect the other provisions hereof and this Contract shall be construed in all respects as if such invalid or unenforceable provision was omitted, so long as the material purposes of this Contract can still be determined and effectuated.

### **7.28 Use of Funds for Lobbying Prohibited**

The Contractor agrees to comply with the provisions of Section 216.347, Florida Statutes, which prohibits the expenditure of state funds for the purposes of lobbying the Legislature, the Judicial branch, or a state agency.

### **7.29 Performance Standards.**

The Vendor agrees to perform all tasks and provide deliverables as set forth in the Statement of Work and attachments to the Purchase Order. The Agency shall be entitled at all times, upon request, to be advised as to the status of work being done by the Vendor and of the details thereof. Coordination shall be maintained by the Vendor with representatives of the Agency.

### **7.30 Performance Deficiency.**

If the Agency determines that the performance of the Vendor is unsatisfactory, the Agency may notify the Vendor of the deficiency to be corrected, which correction shall be made within a time frame specified by the Agency. The Vendor shall provide the Agency with a corrective action plan describing how the Vendor will address all requirements of the Purchase Order non-performance, unacceptable performance, and failure to meet the minimum performance levels, deliverable deficiencies, or Purchase Order non-compliance. If the corrective action plan is unacceptable to the Agency, the Vendor will be assessed a non-performance retainage equivalent to ten (10) percent of the total invoice amount or as specified in the contractual documents. The retainage will be withheld until the Vendor resolves the deficiency. If the deficiency is subsequently resolved, the Vendor may invoice the Agency for the retained amount. If the Vendor is unable to resolve the deficiency, the funds retained will be forfeited.

### **7.31 Additional Costs or Monetary Loss Resulting from Contractor Non-Compliance.**

If the Contractor's non-compliance with any provision of the Purchase Order results in additional cost or monetary loss to the Agency or the State of Florida, the Agency can recoup that cost or loss from monies owed to the Vendor under this Purchase Order or any other contract



between the Vendor and the Agency. In the event that the discovery of this cost or loss arises when no monies are available under this Purchase Order or any other contract between the Vendor and the Agency, the Vendor will repay such cost or loss in full to the Agency within thirty (30) days of the date of notice of the amount owed, unless the Agency agrees, in writing, to an alternative timeframe. If the Vendor is unable to repay any cost or loss to the Agency, the Agency shall notify the State of Florida, Department of Financial Services, for resolution pursuant to Section 17.0415, F.S.

All deliverables and related tasks must be completed 100% as specified. Failure to satisfactorily complete or submit a deliverable in the time and manner specified will result in a financial consequence. The agency will withhold 20% of the total amount due until the work is performed satisfactorily manner.

### **7.32 Contractor Travel Reimbursement**

The Contractor will not be reimbursed for any travel expenses under this agreement.

### **7.33 Contractor Background Screening**

The vendor shall ensure that all vendor and subcontractor's staff that will perform work on the campus must meet Level Two Background Screening requirements in accordance with Section 393.0655, F.S. and Chapter 435, F.S., **before** they will be permitted to work at the facility. The screening includes fingerprinting for statewide criminal history records checks through the Department of Law Enforcement, national criminal history records checks through the Federal Bureau of Investigation, and local criminal records checks through local law enforcement agencies. The vendor must submit to the Contract Manager, a signed affidavit, listing all employees that will be working at the facility and attesting that all current employees have been screened and cleared. An updated affidavit must be sent to the Contract Manager annually. Documentation of background screening shall be maintained in the employee's personnel file. The vendor shall be responsible for ensuring Provider's subcontractor's compliance with this section.

**Exhibit 1 – Submittal Checklist**

<b>Submittal Checklist</b>			
Items to be returned with bid include, but are not limited to, the following items. It is mandatory that the items in <b>bold</b> text be submitted with your bid, or your bid may be rejected.			
		<b>Submitted</b>	<b>Initials</b>
A	Cost Information Sheets (Attachment 1)		
B	Vendor Representative and Alternate Information Form (Attachment 2).		
C	Mandatory Certification/ Master Certification Check Sheet (Attachment 3)		
D	If you wish to be considered for the tie breaking preference of this ITB, you must complete (Attachment 4).		
E	<b>Mandatory Requirement Checklist (Attachment 5) FOR AGENCY USE ONLY</b>		
F	Drug-Free Workplace Program Certification (Attachment 6)		

**Attachment 1 – Cost Information Sheet**

Vendor shall provide a detailed cost outlining each individual costs that includes, at a minimum, the below listed items. Vendors are required to detail each line item for the costs submitted (i.e. individual parts, total labor costs, permitting if applicable, etc.)

- All parts necessary to complete the project.
- Labor and installation Cost
- Other miscellaneous costs, i.e. permit costs, etc.

Cost for Materials : \$ \_\_\_\_\_

Labor and Installation Cost: \$-----

Other Miscellaneous Cost: \$ \_\_\_\_\_

Description of Miscellaneous costs:

\_\_\_\_\_

PROJECT TOTAL: \$ \_\_\_\_\_

Any costs not shown on the submitted cost sheet will not be paid by the Agency

**ATTACHMENT 2 - VENDOR REPRESENTATIVE AND ALTERNATE**

**Representative Name:** \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City/State: \_\_\_\_\_  
 Telephone #: \_\_\_\_\_  
 Fax #: \_\_\_\_\_  
 E-mail Address: \_\_\_\_\_

**Alternate Representative Name:** \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City/State: \_\_\_\_\_  
 Telephone #: \_\_\_\_\_  
 Fax #: \_\_\_\_\_  
 E-mail Address: \_\_\_\_\_

**ORDERING INFORMATION**

**ALL PURCHASE ORDERS SHOULD BE DIRECTED TO:**

VENDOR \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_  
 \_\_\_\_\_  
 MYFLORIDAMARKETPLACE  
 FEID# \_\_\_\_\_  
 TELEPHONE NUMBER: \_\_\_\_\_  
 FAX NUMBER: \_\_\_\_\_  
 E-MAIL ADDRESS: \_\_\_\_\_

DELIVERY WILL BE MADE WITHIN \_\_\_\_\_ DAYS AFTER RECEIPT OF ORDER.

INSTALLATION WILL TAKE \_\_\_\_\_ DAYS AFTER INSTALLATION HAS BEEN SCHEDULED.

**ATTACHMENT 3**

Vendor's Certifications

<b>MANDATORY CERTIFICATIONS</b>		
<b>MASTER CERTIFICATION</b>		
<p>As the person named in the Certificate of Signature Authority as the Authorized Representative of the Vendor, _____ (legal name of Vendor), I confirm that I have fully informed myself of all terms and conditions of ITB# APD 19/20-016 (the ITB), the facts regarding the Proposal submitted by the Vendor in response to the ITB and the truth of each statement contained in Certifications (a) through (k) and certify, by checking the applicable "true" or "false" box below and affixing my signature hereto, that each statement in each checked certification is "true" or "false" as indicated.</p>		
<p>Check the applicable box next to the title to each certification:</p>		
True	False	
<input type="checkbox"/>	<input type="checkbox"/>	a. Certification of Binding Proposal and Acceptance of Terms of ITB and Contract Document
<input type="checkbox"/>	<input type="checkbox"/>	b. Certification of Representations Per Section 9 of PUR 1001
<input type="checkbox"/>	<input type="checkbox"/>	c. Certification of Authority to Do Business in Florida
<input type="checkbox"/>	<input type="checkbox"/>	d. Statement of No Involvement
<input type="checkbox"/>	<input type="checkbox"/>	e. Conflict of Interest Statement (Non-Collusion)
<input type="checkbox"/>	<input type="checkbox"/>	f. Certification Regarding Lobbying
<input type="checkbox"/>	<input type="checkbox"/>	g. Certification Regarding Scrutinized Companies List
<input type="checkbox"/>	<input type="checkbox"/>	h. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Contracts/subcontracts
<input type="checkbox"/>	<input type="checkbox"/>	i. Certification Regarding Prior Contractual Obligations
<input type="checkbox"/>	<input type="checkbox"/>	j. Certification of Representations Per sections 287.133, and 287.134, F.S.
<input type="checkbox"/>	<input type="checkbox"/>	k. Certification of a Drug Free Workplace
<p>The content of each certification named above, set forth below, is incorporated into this Master Certification as if fully recited herein and, for each certification marked "true" above, the below signature is deemed to be affixed to each such certification. I agree that any certification not marked above will be deemed "false."</p>		
<p>Signature of Authorized Representative: _____</p>		<p>Date: _____</p>
<b>a. Certification of Binding Proposal and Acceptance of Terms of ITB and Contract Document</b>		
<p>By checking the "True" box in the Master Certification and signing the same, I hereby certify that the Vendor's Proposal is submitted in good faith in response to the Agency for Persons with Disabilities Invitation to Bid (the ITB) and is binding on the Vendor in accordance with the terms of the ITB, that I have read, understood and agree with the terms and conditions of the ITB and, if awarded any contract as a result of the ITB, the Vendor will comply with the requirements, terms, and conditions stated in the ITB and the contract document. The Vendor further agrees that any intent by the Vendor to deviate from the terms and conditions set forth therein may result, at the Agency's exclusive determination, in rejection of the proposal.</p>		
<b>b. Certification of Representations Per Section 9 of PUR 1001</b>		
<p>By checking the "True" box in the Master Certification and signing the same, I hereby certify acknowledgement all matters set forth in section 9 of PUR 1001.</p>		
<b>c. Certification of Authority to Do Business in Florida</b>		
<p>By checking the "True" box in the Master Certification and signing the same, I hereby certify that the Vendor is an existing legal entity and satisfies all licensing and registration requirements of state law authorizing it to do business within the State of Florida.</p>		
<b>d. Statement of No Involvement</b>		
<p>By checking the "True" box in the Master Certification and signing the same, I hereby certify that no member of this firm or any person having interest in this firm has been awarded a contract that was procured using procedures other than those described in s. 287.057 (1-3), F.S., to perform a feasibility study of the potential implementation of a subsequent contract to support this project; Participated in drafting of a solicitation for this specific project; or Developed a program for future implementation of this project.</p>		

**e. Conflict of Interest Statement (Non-Collusion)**

By checking the "True" box in the Master Certification and signing the same, I hereby certify that all persons, companies, or parties interested in the Request for Proposals as principals are named therein, that the Vendor's proposal is made without collusion with any other person, persons, company, or parties submitting a proposal; that it is in all respect made in good faith; and as the signer of the proposal, I have full authority to legally bind the Vendor to the provisions of this proposal.

**f. Certification Regarding Lobbying**

By checking the "True" box in the Master Certification and signing the same, I hereby certify, to the best of my knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

**g. Certification Regarding Scrutinized Companies List**

By checking the "True" box in the Master Certification and signing the same, I hereby certify the Vendor is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or that it does not have business operations in Cuba or Syria. Both lists are created pursuant to section 215.473, Florida Statutes. I understand section 287.135, Florida Statutes, prohibits Florida state agencies from contracting with companies on either list, for goods or services over \$1,000,000, and pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

#### **h. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Contracts/subcontracts**

By checking the "True" box in the Master Certification and signing the same, I hereby certify, in accordance with the debarment and suspension instructions listed below, the Vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract/subcontract by any federal department or agency. Where the prospective Vendor is unable to certify to any of the statements in this certification, such prospective Vendor shall attach an explanation to this certification.

##### **INSTRUCTIONS REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR CONTRACTS/SUBCONTRACTS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, signed February 18, 1986. The guidelines were published in the May 29, 1987 Federal Register (52 Fed. Reg., pages 20360-20369). (See 2 C.F.R. Part 180)

- (1) Each Vendor whose contract/subcontract equals or exceeds \$25,000 in federal moneys must sign this certification prior to execution of each contract/subcontract. Additionally, Vendors who audit federal programs must also sign, regardless of the contract amount. The Agency for Persons with Disabilities cannot contract with these types of Vendors if they are debarred or suspended by the federal government.
- (2) This certification is a material representation of fact upon which reliance is placed when this contract/subcontract is entered into. If it is later determined that the signer knowingly rendered an erroneous certification, the Federal Government may pursue available remedies, including suspension and/or debarment.
- (3) The Vendor shall provide immediate written notice to the contract manager at any time the Vendor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "debarred," "suspended," "person," "principal," and "voluntarily excluded," as used in this certification, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the Agency's procurement manager for assistance in obtaining a copy of those regulations.
- (5) The Vendor agrees by submitting this certification that, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract/subcontract unless authorized by the Federal Government.
- (6) The Vendor further agrees by submitting this certification that it will require each subcontractor of this contract/subcontract, whose payment will equal or exceed \$25,000 in federal moneys, to submit a signed copy of this certification.
- (7) The Agency for Persons with Disabilities may rely upon a certification of a Vendor that it is not debarred, suspended, ineligible, or voluntarily excluded from contracting/subcontracting unless it knows that the certification is erroneous.

This signed certification must be kept in the contract file. Subcontractor's certification must be kept at the Vendor's business location.

#### **i. Certification Regarding Prior Contractual Obligations**

By checking the "True" box in the Master Certification and signing the same, I hereby certify the Vendor has not:

- (1) Failed to correct to the satisfaction of the Agency any unsatisfactory performance in a previous contract after Agency notice of unsatisfactory performance.
- (2) had a contract terminated by the Agency for cause; and
- (3) Failed to sign a certification regarding debarment, suspension, ineligibility and voluntary exclusion contract/subcontracts prior to contract execution.

#### **j. Certification of Representations Per Sections 287.133 and 287.134, F.S.**

By checking the "True" box in the Master Certification and signing the same, I hereby certify the Vendor is not listed on the Convicted Vendors List created and maintained pursuant to section 287.133, Florida Statutes, or on the Discriminatory Vendors List created and maintained pursuant to section 287.134, Florida Statutes.

#### **k. Certification of a Drug Free Workplace**

By checking the "True" box in the Master Certification and signing the same, I hereby certify the Vendor currently maintains a drug-free workplace environment in accordance with section 287.087, Florida Statutes, and will continue to promote this policy through implementation of that section.

ATTACHMENT 4

**TIE BREAKING CERTIFICATIONS**

Statutory Preferences When Awarding Contracts

Various provisions of Florida Statutes provide for a preference to certain qualifying Vendors the advantage of "tie breakers" whenever two or more bids, proposals, or replies received by an agency are equal with respect to price, quality, and service. In order to take advantage of the below "tie breakers" a Vendor who meets the statutory qualifications for one or more of these "tie breakers" must certify it qualifies for the cited preference. Completion of the certification is optional for qualifying Vendors; however, a Vendor waives all rights to consideration of a "tie breaker" if it fails to submit the certification on or before the deadline to submit its bid, proposal or reply.

**MASTER CERTIFICATION – TIE-BREAKING CERTIFICATIONS**

As the Authorized Representative of the Vendor, \_\_\_\_\_ (legal name of Vendor), I confirm that I have fully informed myself of all terms and conditions of ITB # APD 19/20-016 (the ITB), the facts regarding the proposal submitted by the Vendor in response to the ITB and the truth of each statement contained in Certifications (l) through (o) and certify, by checking one or more of the boxes below and affixing my signature hereto, that each statement in each checked certification is true.

Check the box next to the title to each certification that is true:

	Certification of a Certified Minority Business Enterprise
	Certification of a Certified Veterans Business Enterprise
	Certification of a Florida Business
	Certification of a Foreign Manufacturer with a Factory in Florida
	Certification of a Drug Free Workplace Program

The content of each certification named above, set forth below, is incorporated into this Master Certification as if fully recited herein and, for each certification marked "true," above, the below signature is deemed to be affixed to each such certification. I agree that any certification not marked above will be deemed "false."

Signature of Authorized Representative:	Date:

**Certification of a Certified Minority Business Enterprise**

By checking the "True" box in the Master Certification – Tie-Breaking Certifications and signing the same, I hereby certify that my organization is a Certified Minority Business Enterprise in accordance with §287.0943, F.S.

**Certification of a Veterans Business Enterprise**

By checking the "True" box in the Master Certification – Tie-Breaking Certifications and signing the same, I hereby certify that my organization is a Service Disabled Veterans Business Enterprise in accordance with §295.187(4)(a), F.S.

**Certification of a Florida Business**

By checking the "True" box in the Master Certification – Tie-Breaking Certifications and signing the same, I hereby certify that my organization's principal place of business is located within Florida in accordance with §287.087, F.S.

**Certification of a Foreign Manufacturer with a Factory in Florida**

By checking the "True" box in the Master Certification – Tie-Breaking Certifications and signing the same, I hereby certify that my manufacturing organization has a factory in Florida that employs over 200 employees working in Florida in accordance with §287.092, F.S.

**Certification of a Drug Free Workplace Program.**

By checking the "True" box in the Master Certification – Tie-Breaking Certifications and signing the same, I hereby certify that my company has a drug free workplace program in accordance with §287.087, F.S.



**ATTACHMENT 5**

**Mandatory Requirements Checklist**

This document is used by the Agency to assist with determining compliance

Print Vendor's Name (Agency):			
Print Name of Agency Reviewer (Procurement Manager):			
Signature of Agency Reviewer:			<b>Date:</b>
Print Name of Agency Witness:			
Signature of Agency Witness:			<b>Date:</b>
1. Was the proposal received by the date and time specific in the solicitation: (YES) = Pass      (NO) = Fail			
2. Does the proposal include the following?			
a	Signed Proof of Signature Authority, naming the Vendor and its Authorized Representative (see note at bottom of Section A for acceptable alternatives).	(YES) = Pass	(NO) = Fail
b	Master Certification, including the names of Vendor and its Authorized Representative and signature of the Authorized Representative.	(YES) = Pass	(NO) = Fail
3. Is the "Yes" box in the Master Certification checked for each of the following?			
a	Certification of Binding Proposal and Acceptance of Terms of RFP and Contract Document	(YES) = Pass	(NO) = Fail
b	Certification of Representations Per Section 9 of PUR 1001	(YES) = Pass	(NO) = Fail
c	Certification of Authority to Do Business in Florida		
d	Statement of No Involvement	(YES) = Pass	(NO) = Fail
e	Conflict of Interest Statement (Non-Collusion)	(YES) = Pass	(NO) = Fail
f	Certification Regarding Lobbying	(YES) = Pass	(NO) = Fail
g	Certification Regarding Scrutinized Companies List	(YES) = Pass	(NO) = Fail
h	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Contracts/subcontracts	(YES) = Pass	(NO) = Fail
i	Certification Regarding Prior Contractual Obligations	(YES) = Pass	(NO) = Fail
j	Certification of Representations per §287.133 and §287.134, F.S.	(YES) = Pass	(NO) = Fail
k	Certification of a Drug Free Workplace	(YES) = Pass	(NO) = Fail
Comments:			
4. Has the Agency verified the Vendor is not on the Convicted Vendor List or the Discriminatory Vendor List? (YES) = Pass      (NO) = Fail			
Comments:			

**ATTACHMENT 6**

**DRUG-FREE WORKPLACE PROGRAM CERTIFICATION**

**Chapter 287.087, Florida Statutes.** 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 has 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 894, Florida Statutes, 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 any employee who is so convicted or require the satisfactory participation in a drug abuse assistance or rehabilitation program as such is available in the employee's community.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of applicable laws, rules and regulations.

Does the Vendor responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statutes, as stated above? \_\_\_\_\_ YES or \_\_\_\_\_ NO

---

Print Name of Authorized Official

---

Name of Firm

---

Signature of Authorized Official

---

Date