



FLORIDA DEPARTMENT OF STATE

INVITATION TO BID

Solicitation Acknowledgement Form

Page 1 of 33 pages
SUBMIT REPLY TO:
Department of State
R.A. Gray Building
500 South Bronough Street, Room 428
Tallahassee, Florida 32399-2150

AGENCY RELEASE DATE:
April 18, 2018

SOLICITATION TITLE:
Brokaw McDougall House Shutters
SOLICITATION NO:
DOS ITB 04/18-17

REPLIES WILL BE OPENED:
May 16, 2018 at 4:00 PM, Eastern Time
and may not be withdrawn within: 180 days after such date and time.

I certify that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a reply for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this reply and certify that I am authorized to sign this reply for the Respondent and that the Respondent is in compliance with all requirements of the Invitation to Bid, including but not limited to, certification requirements. In submitting a reply to an agency for the State of Florida, the Respondent offers and agrees that if the bid is accepted, the Respondent will convey, sell, assign or transfer to the State of Florida all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the State of Florida. At the State's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the Respondent.

RESPONDENT NAME:
RESPONDENT MAILING ADDRESS:
CITY - STATE - ZIP:
PHONE NUMBER:
TOLL FREE NUMBER:
FAX NUMBER:
EMAIL ADDRESS:
FEID NO.:
\*Authorized Representative's Signature
\*Name and Title of Authorized Representative
\*This individual must have the authority to bind the Respondent.

TYPE OF BUSINESS ENTITY (Corporation, LLC, partnership, etc.):

RESPONDENT CONTACTS: Please provide the name, title, address, telephone number and e-mail address of the official contact and an alternate, if available. These individuals shall be available to be contacted by telephone or attend meetings as may be appropriate regarding the solicitation schedule.

PRIMARY CONTACT:
SECONDARY CONTACT:
NAME, TITLE:
ADDRESS:
PHONE NUMBER:
FAX NUMBER:
EMAIL ADDRESS:

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## Things to Keep in Mind When Responding to a Solicitation

1. Read the entire document. Note critical items such as: mandatory requirements; sample(s) required; supplies/services required; submittal dates; number of copies required for submittal; funding amount and source; contract requirements (i.e., contract performance security, insurance requirements, performance and/or reporting requirements, etc.).
2. Note the Procurement Officer's name, address, phone numbers and e-mail address. This is the only person you are allowed to communicate with regarding the Solicitation and is an excellent source of information for any questions you may have.
3. Attend the mandatory pre-bid conference/site visit. (If applicable)
4. Take advantage of the "question and answer" period. Submit your questions to the Procurement Officer by the due date listed in the Solicitation Timeline and view the answers given in the formal "addenda" issued for the Solicitation. All addenda issued for a Solicitation are posted on the Vendor Bid System (VBS) website ([http://vbs.dms.state.fl.us/vbs/search.criteria\\_form](http://vbs.dms.state.fl.us/vbs/search.criteria_form)) and will include all questions asked and answered concerning the Solicitation.
5. Follow the format required in the Solicitation when preparing your Bid. Provide point-by-point response to the required sections in a clear and concise manner.
6. Provide complete answers/descriptions. Read and answer all questions and requirements. Don't assume the Department or evaluation committee will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with the Department. The Replies are evaluated based solely on the information and materials provided in the Bid.
7. Check the VBS website for Solicitation addenda. Before submitting your Bid, check the VBS website to see whether any addenda were issued for the Solicitation. Some addenda require that you sign and return them with the Bid.
8. Review and read the Solicitation document again to make sure that you have addressed all requirements. Your original Bid and the requested copies must be identical and be complete.
9. Submit your Bid on time. Note all the dates and times listed in the Solicitation Timeline and within the document, and be sure to submit all required items on time. Faxed, emailed or late Replies will not be considered.

## SECTION 1 – INTRODUCTORY MATERIALS

### 1.0 **Purpose**

The Florida Department of State is seeking bids from qualified vendors to remove old shutters and install new shutters that are painted on both sides at the Brokaw-McDougall House, 329 Meridian Road, Tallahassee, Florida.

**Respondents are responsible for thoroughly reviewing the specifications of this Invitation to Bid.**

### 1.1 **Definitions**

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

1. **Certified Minority Business Enterprise:** A business which has been certified by the Florida Department of Management Services, Office of Supplier Diversity, in accordance with Section 287.0943 (2) (e), Florida Statutes and Chapter 60A-9, Florida Administrative Code.
2. **Contract:** The agreement entered into between the Department and the successful Respondent after completion of the Invitation to Bid process.
3. **Deliverable:** A tangible, specific, quantifiable and measurable event or item that must be produced to complete a project or part of a project directly related to the scope of services.
4. **Department:** The Florida Department of State (DOS).
5. **FY:** The State of Florida’s Fiscal Year, July 1 thru June 30.
6. **Bid/Proposal/Response:** All information and materials submitted by a Respondent in response to this ITB.
7. **Respondent:** Means a potential Vendor/Contractor acting on their own behalf and on behalf of those individuals, partnerships, firms, or corporations comprising the Respondent’s team who submits a bid to this solicitation.
8. **Vendor/Contractor:** Any firm or person who submits a bid to the Department in response to this ITB
9. **Vendor Bid System (VBS):** The system which allows all state agencies to advertise solicitations and exceptional purchases on MyFlorida.com. It also permits registered vendors to receive automatic email notification of solicitation advertisements, addendums to solicitation, and exceptional purchases.

### 1.2 **Contract Term**

The contract shall begin on or about May 30, 2018. All project work specified herein shall be completed within ninety business (90) days of the successful vendor’s receipt of a purchase order/contract.

**The resulting contract may not be renewed.**

### 1.3 **Purchase/Contract Documentation**

This purchase shall be accomplished by issuance of a purchase order through MyFloridaMarketPlace (MFMP).

**1.4 Solicitation Timeline**

Listed below are important dates/times during which actions must be taken or completed. If the Department finds it necessary to update any of the dates/times noted, it will be accomplished by an Addendum to the solicitation. All times listed below are Tallahassee, Florida local time.

EVENT	DUE DATE	
Solicitation Released	April 18, 2018	Posted on the Vendor Bid System: <a href="http://vbs.dms.state.fl.us/vbs/main_menu">http://vbs.dms.state.fl.us/vbs/main_menu</a>
<b>Mandatory Site Visit:</b>	April 25, 2018 8:30 a.m.	Brokaw McDougall House, 329 Meridian Road, Tallahassee, FL 32301
Deadline for vendor questions	May 1, 2018 @ 9:00 a.m.	Submit question by email to <a href="mailto:david.shufflebotham@dos.myflorida.com">david.shufflebotham@dos.myflorida.com</a>
Anticipated date answers to vendor's question will be posted on VBS	May 7, 2018 @ 3:00 p.m.	Posted on the Vendor Bid System: <a href="http://vbs.dms.state.fl.us/vbs/main_menu">http://vbs.dms.state.fl.us/vbs/main_menu</a>
<p>SEALED PROPOSALS DUE AND OPENED</p> <p>REMEMBER: Package should clearly marked with the following:</p>	<p>Must be received PRIOR to: May 16, 2018 @ 3:00 p.m.</p> <p><b>Public Meeting</b> Opening May 16, 2018 @ 4:00 p.m.</p>	<p>Submit BEFORE the due date and time to the following address:</p> <p>Florida Department of State Purchasing Office Attn: David Shufflebotham 500 S. Bronough Street, Room 428 Tallahassee, FL 32399-0250</p>
Anticipated Posting of Intended Award on VBS	May 30, 2018 @ 3:00 p.m.	Posted on the Vendor Bid System: <a href="http://vbs.dms.state.fl.us/vbs/main_menu">http://vbs.dms.state.fl.us/vbs/main_menu</a>

**1.5 Special Accommodations**

Any person with a qualified disability requiring special accommodations at the pre-solicitation conference and/or bid/proposal opening shall contact the Purchasing Officer at 850-245-6581 at least five (5) working days prior to the event. If you are hearing or speech impaired, please contact this office by using the Florida Relay Services which can be reached at 1 (800) 955-8771 (TDD).

**1.6 Procurement Officer**

The Procurement Officer is the Department's contracting personnel and the primary contact for this solicitation. All questions and requests for clarification should be directed to:

David Shufflebotham  
500 S. Bronough Street – Room 428  
Tallahassee, Florida 32399-0250  
Phone: 850-245-6457  
Fax: 850-245-6560  
Email: David.Shufflebotham@dos.myflorida.com

The Procurement Officer designates *Kechia Herring* as an alternate Procurement Officer when David Shufflebotham is unavailable. Phone: 850-245-6593 email: [kechia.herring@dos.myflorida.com](mailto:kechia.herring@dos.myflorida.com)

**END OF SECTION**



## SECTION 2 – SPECIAL INSTRUCTIONS TO RESPONDENTS

### 2.0 **General Instructions to Respondent (PUR 1001 10/06)**

The “State of Florida PUR 1001 (10/06) General Instructions to Bidders” which is attached to this ITB, contains instructions explaining the solicitation process and the actions necessary to respond. The Department may attach additional information specific to each particular solicitation commonly referred to as “Special Instructions to Respondents.” In the event of any conflict between Form PUR 1001 and additional Department instructions, the additional instructions shall take precedence over the Form PUR 1001 unless the conflicting term is required by any section of the Florida Statutes, in which case the statutory requirements shall take precedence.

Inapplicable Provisions of PUR 1001 General Instructions for Respondents

The following are not applicable:

- A. Section 3. Electronic Submission of Responses  
*Responses shall be submitted in accordance with Section 3 of this solicitation.*
- B. Section 5. Questions  
*Questions shall be submitted in accordance with Section 2.2 of this solicitation.*

### 2.1 **Addenda to the Solicitation Documents**

The Department reserves the right to amend this ITB. Any and all addenda will be in writing and posted on the Vendor Bid System at [http://vbs.dms.state.fl.us/vbs/search.criteria\\_form](http://vbs.dms.state.fl.us/vbs/search.criteria_form)

Each Respondent is responsible for monitoring the VBS for new or changing information.

### 2.2 **Questions**

Respondents shall address any questions regarding this solicitation, via email, to the Procurement Officer identified in Section 1.6. Please use Attachment A – Questions Submittal Form. The Department will post answers to questions on the VBS as noted in Section 1.4 - Solicitation Timeline.

Questions will only be accepted if submitted in writing; reference PUR 1001 Section 5 for additional information. (See PUR 1001 - General Instructions to Respondents, Section 21, Limitation on Vendor Contact with Agency during Solicitation Period.)

### 2.3 **Verbal Instructions**

No negotiations, decisions, or actions shall be initiated or executed by the Respondent as a result of any discussions with any State employee. Only those communications that are in writing from the Department’s Procurement Officer identified in Section 1.6 of this ITB shall be considered a duly authorized expression on behalf of the Department. Only written, signed communications from Respondents will be recognized by the Department as duly authorized expressions on behalf of the Vendor.

### 2.4 **Alternate Replies**

Alternate replies and exceptions to this solicitation are not permitted. If the Respondent has any issue with the requirements or terms and conditions of this solicitation, such issues shall be presented to the Department and addressed by the Department during the question and answer phase of the solicitation. Including alternate replies or exceptions to this solicitation in any bid may result in the bid being deemed non-responsive to the solicitation.

### 2.5 **Terms and Conditions**

All Replies are subject to the terms of the following sections of this solicitation, which, in case of conflict, shall have the order of precedence listed:

- A. Any Addenda to the ITB;
- B. Statement of Work - Specifications and Requirements (Attachment B);
- C. Bid Submission Instructions (Section 3);
- D. General Conditions (PUR 1000); and
- E. General Instructions to Vendors (PUR 1001).

Failure to comply with terms and conditions found in this solicitation or incorporated by reference, including those specifying information that must be submitted with a Bid, may result in rejection of a Bid.

## **2.6 Business Registration Requirement**

Under the provisions of Title 36, Chapters 605-623, Florida Statutes, in order to do business in the State of Florida, corporations (and other business designations) are required to be registered and in good standing with the Department of State, Division of Corporations prior to any execution of a contract agreement. Contact the Division of Corporations at (850) 245-6900 for additional registration information.

## **2.7 MyFloridaMarketPlace (MFMP) Registration**

Respondents desiring to sell commodities or contractual services to the State of Florida are required by Rule 60A-1.030, Florida Administrative Code, to register in MyFloridaMarketPlace. Also see, State of Florida PUR 1000 General Contract Conditions. The registration process requires the Vendor to electronically register a valid W-9 with the Department of Financial Services (DFS) at <https://flvendor.myfloridacfo.com>. Contact the DFS Customer Service Desk at (850) 413-5519 or [FLW9@myfloridacfo.com](mailto:FLW9@myfloridacfo.com) with any questions. Respondent must be registered on the MyFloridaMarketPlace website prior to DOS posting of the intent to award the contract.

## **2.8 Certification of Drug-Free Workplace Program**

The State supports and encourages initiatives to keep the workplaces of Florida's suppliers and vendors drug-free. Section 287.087, Florida Statutes, provides that, where identical tie bids are received, preference shall be given to a bid received from a Respondent that certifies it has implemented a drug-free workforce program. If applicable, Respondent shall sign and submit the Attachment D (Drug-Free Workplace Certificate) form to certify that the Respondent has a drug-free workplace program. The Vendor shall describe how it will address the implementation of a drug-free workplace in offering the items of bid.

In the event that the Department receives identical bids from two or more responsive Respondents with drug-free workplace programs, the final determination of the award shall be decided through the toss of a coin in a public meeting.

## **2.9 Diversity**

The Department encourages minority and women-owned business (MWBE) and service-disabled veteran business enterprise (SDVBE) participation in all its solicitations. Respondents are encouraged to contact the Office of Supplier Diversity (see contact information below) or visit their website at <http://osd.dms.state.fl.us> for information on becoming a certified MWBE or SDVBE or for names of existing businesses who may be available for subcontracting or supplier opportunities.

Office of Supplier Diversity  
Florida Department Management Services  
4050 Esplanade Way, Suite 380  
Tallahassee, Florida 32399-0950  
Telephone: (850) 487-0915  
Fax: (850) 922-6852

Email Address: [osdhelp@dms.myflorida.com](mailto:osdhelp@dms.myflorida.com)

**2.10 Office of Supplier Diversity**

The Office of Supplier Diversity has standing to protest, pursuant to Section 287.09451, F.S., in a timely manner, any proposed contract award in competitive bidding for contractual services and construction contracts that fail to include minority business enterprise participation, if any responding respondent 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, an agency failed to adopt applicable preference for minority participation. Any low respondent with no participation may be deemed not in “good faith.”

**2.11 Licenses, Permits, Other Charges**

The successful respondent shall pay for any and all licenses, permits, other charges and taxes required for the Contract, and shall comply with all laws, ordinances or other requirements applicable to the work specified during the term of this contract.

**2.12 Employment Eligibility Verification (E-Verify)**

Pursuant to State of Florida Executive Order No. 11-116, Vendor is required to utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment of all new employees hired by the Vendor during the contract term.

Only individuals who may legally work in the United States – either U.S. citizens, or foreign citizens who have the necessary authorization may perform work on this contract. E-Verify is an Internet-based system that allows businesses to determine the eligibility of their employees to work in the United States. E-Verify is fast, free and easy to use – and it’s the best way employers can ensure a legal workforce.

**2.13 Subcontracting**

The successful vendor shall not subcontract, assign, or transfer any work identified under the resulting Contract without prior written consent of the Department. The awarded Vendor will be the prime service provider and shall be responsible for all work performed and all Contract deliverables.

**2.14 Copyrighted Material**

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

**2.15 Vendor’s Duties to Assert Exemption from Disclosure as a Public Record**

Any Bid content submitted to DOS which is asserted to be exempted by law from disclosure as a public record shall be clearly marked “exempt,” “confidential,” or “trade secret” (as applicable), with the statutory basis for such claim of exemption specifically identified in writing on each and every such page. Failure to segregate and so clearly identify any such content shall constitute a waiver of any claimed exemption as applied to the portion of the Bid or other document in which the content is set forth.

An entire page or paragraph in which such information appears should not be marked “EXEMPT”, “confidential” or “trade secret” unless the entire page or paragraph consists of such confidential information. Only the confidential portion(s) should be identified and marked. Vendors are to indicate where confidential information begins and ends.

Any claim of exemption from public disclosure is waived upon submission, unless addressed as set forth above. DOS will attempt to afford protection from disclosure of any trade secret as defined in Section 812.081(1)(c), Florida Statutes, or Section 688.002, Florida Statutes, where identified as such in the Bid, to the extent permitted under Section 815.045, Florida Statutes, and Chapter 119, Florida Statutes. Each Responding Vendor acknowledges that the protection afforded by Section 815.045, Florida Statutes, is incomplete, and hereby agrees that no remedy for damages may arise from any disclosure by DOS.

It will be the responsibility of the Vendor to defend the confidentiality of its trade secrets through the judicial process.

DOS takes its public records responsibilities under chapter 119, Florida Statutes, and Article I, Section 24 of the Florida Constitution, very seriously. If a Vendor considers any portion of the documents, data or record submitted in response to this solicitation to be exempted by law from disclosure as a public record, the Vendor must also provide DOS with a separate Redacted Copy of its Bid, in hard copy and on a CD, DVD- ROM or USB flash drive, at the time of Bid submission.

This Redacted Copy should contain DOS's solicitation name, number, and the name of the Responding Vendor on the cover, and should be clearly titled "Redacted Copy." The Redacted Copy must be provided to DOS at the same time the Vendor submits its Bid and must only exclude or obliterate those exact portions which are exempted by law from public disclosure.

The Vendor shall protect, defend, and indemnify, save and hold harmless, DOS from any and all claims, demands, liabilities and suits of any nature arising out of, because of, or due to failure of DOS to protect information redacted by the Vendor, and to further indemnify DOS for any other loss DOS incurs due to any claim being made against DOS regarding portions of its Redacted Copy being confidential, proprietary, trade secret or otherwise not subject to disclosure.

If a Vendor fails to submit a Redacted Copy with its Bid as described herein, DOS is authorized to produce the entire document(s), data or records submitted by the Vendor in answer to a public records request.

## **2.16 Conflict of Interest and Disclosure**

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. Respondents must disclose with their replies whether any officer, director, employee or agent is also an officer or an employee of the Department, the State of Florida, or any of its agencies. (Attachment E - Disclosure Statement Conflict of Interest Disclosure) All firms must disclose the name of any state officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Respondent's firm or any of its branches or affiliates. All Respondents must also disclose the name of any employee, agent, lobbyist, previous employee of the Department, or other person, who has received or will receive compensation of any kind, or who has registered or is required to register under Section 112.3215, Florida Statutes, in seeking to influence the actions of the Department in connection with this procurement. The selected Vendor shall be required to provide written notification to DOS within five (5) working days of the discovery of any potential conflict of interest. DOS reserves the right to make an independent determination as to whether or not a conflict of interest exists.

## **2.17 Scrutinized Companies Lists (Contracts for \$1 million or more)**

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Cuba or Syria.

In executing a contract, the Vendor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Cuba or Syria. The Vendor understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs; and that any contract with the Department for goods or services of \$1 million or more may be terminated at the option of the Department if the Vendor is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

**2.18 Cooperation with the Inspector General**

Pursuant to subsection 20.055(5), F.S., Vendor, and any subcontractor to the Vendor, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Vendor shall provide any type of information the Inspector General deems relevant to the Vendor's integrity or responsibility. Such information may include, but shall not be limited to, the Vendor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Vendor shall retain such records for three (3) years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>), whichever is longer. The Vendor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Vendor's compliance with the terms of this or any other agreement between the Vendor and the State which results in the suspension or debarment of the Vendor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees.

**2.19 Posting of Notice of Agency Decision**

The Notice of Agency Decision will be posted on or about the date shown in the Solicitation Timeline (1.4) and will remain posted for a period of seventy-two (72) hours (Saturdays, Sundays and State holidays shall be excluded in the computation of the seventy-two (72) hour time period).

Posting will be made available on the Florida Vendor Bid System at [http://vbs.dms.state.fl.us/vbs/main\\_menu](http://vbs.dms.state.fl.us/vbs/main_menu) and at the Department of State's Purchasing Office located in Tallahassee, Florida.

The Department shall not be obligated to pay for information obtained from or through any respondent prior to entering into a contract with the successful respondent.

Pursuant to Section 120.57(3), Florida Statutes and PUR 1001 #20, any Respondent who is adversely affected by the Department's recommended award or intended decision must file a Notice of Protest or Formal Written Protest with the Agency Clerk in the Department's Office of General Counsel, R.A. Gray Building, 500 S. Bronough Street, Tallahassee, Florida 32399-0250.

**END OF SECTION**

## SECTION 3 – BID SUBMISSION INSTRUCTIONS

Each bid shall be prepared simply and economically, following the instructions contained herein. Note: Fancy binding of replies, colored displays in replies, and promotional material are not desired. There is no intent to limit the content of the bid and additional information deemed appropriate by the Respondent may be included. However, cluttering the bid with irrelevant material makes the review more difficult.

All Bids and associated forms must be signed and dated in ink by a duly authorized representative of the Respondent. All Bids and related documents submitted in response to this ITB shall become the property of the State of Florida.

### 3.0 Special Instructions for the Preparation of Bids

The instructions for this solicitation have been designed to help insure that all Bids are reviewed and evaluated in a consistent manner, as well as to minimize costs and reply time. Any and all information submitted in variance with these instructions is subject to not being reviewed or evaluated.

Bids are to be divided into three Sections:

- **SECTION ONE: Administrative Qualification Documents**
- **SECTION TWO: Technical Response**
- **SECTION THREE: Price Sheet**

#### A. SECTION ONE – Administrative Qualification Documents

##### Tab 1 – Attachments, Forms and Certifications

Responses to this ITB must include the following original documents and certifications:

1. Solicitation Acknowledgement Form
2. Attendance at MANDATORY site visit at the Brokaw-McDougall House
3. Drug Free Workplace Certification (Attachment D)
4. Disclosure Statement/Conflict of Interest Disclosure (Attachment E)
5. CMBE Certification; if applicable. Attach a copy of your Certified Minority Business Enterprise (CMBE) Certification; if certified with DMS.
6. Proof of certification or registration by the Florida Department of Business and Professional Regulation
7. Proof of Business Registration (see Section 2.6) (must be provided prior to contract execution – see Section 2.6)
8. Proof of MyFloridaMarketPlace (MFMP) Registration (must be provided prior to contract execution – see Section 2.7)

##### Tab 2 – Past Performance References

In Attachment F (Vendor References), the Respondent must list a minimum of three (3) separate and verifiable clients. Confidential clients **must not** be included. The Respondent must have provided the same or similar products or services as those specified in this bid within the last five (5) years for the reference. The Department reserves the right to obtain and utilize references not provided by the Respondent.

## **B. SECTION TWO – Technical Response**

Using the description of work outlined in Attachment B, Statement of Work/Specifications and Requirements, Vendors should prepare their Bids in the order outlines below, with the sections tabbed for ease of identification and review.

### **Tab 1 – Business/Corporate Experience and Qualifications**

#### **Company Profile**

Vendors shall include in their submittal background information, which, at a minimum, should include:

- a. Name and address of the business entity submitting the Bid.
- b. date established;
- c. primary type of business and number of years conducting primary business; and
- d. national accreditations, memberships in professional associations or other similar credentials.

#### **Narrative /Record of five (5) years of Past Experience**

The purpose of this section is to provide DOS with a basis for determining the Vendor's direct experience that is relevant to the requirements of this solicitation.

Provide documentation of past performance. Such documentation is to include:

- A list of clients for whom similar service has been provided within the last five years.
- Identification of one project that is most comparable to this project.

Vendors should describe similar contracts executed in the last five (5) years that are of scope and size to the services sought in this ITB. Please be sure to identify all relevant similarities or differences to such contracts when compared to the services sought in this ITB. DOS desires a concise but thorough description of relevant experience, not a voluminous description of all contracts.

### **Tab 2 – Project Staff Qualifications**

Describe the primary persons who will work with the project. For each team member, provide the following information:

- Resumes of the individuals who will be directly responsible for and involved with the project.
- Descriptions of each person's specific experience and abilities with the scope of services.
- Each person's level of participation in the project, including a breakdown of the time to be dedicated to the project.

## **C. SECTION THREE: Bid Price Sheet**

### **Tab 1 - Attachment C - Price Sheet**

Each Vendor shall use the form provided as Attachment C, "Price Sheet", to provide fixed price rates for the services requested in this solicitation. All price sheet calculations will be verified for accuracy by the Department. If mathematical error(s) in a Respondent's price sheet(s) calculations are identified, unit prices submitted by the Respondent will be used to determine the total price for that Respondent.

Any qualifications, counter offers, deviations or challenges shall render the bid non-responsive.

The prices provided shall include the cost of all necessary activities to accomplish the project including, but not limited; MyFloridaMarketPlace transaction fees; miscellaneous expenses (i.e. overhead, fringe benefits, etc.); travel and incidental expenses.

### 3.1 **Submittal Requirements**

1. One (1) signed original **Administrative Qualifications Documents (SECTION ONE)** shall be enclosed. The Vendor shall also provide one (1) copy in electronic format to be submitted on CD, DVD-ROM or USB flash drive.
2. One (1) signed original **Technical Response (SECTION TWO)**. The Vendor shall also provide one (1) copy in electronic format to be submitted on CD, DVD-ROM or USB flash drive.

If a Vendor considers any portion of its Technical Response to be confidential, the Vendor must submit a separate CD, DVD-ROM or USB flash drive in accordance with Section 2.15. This CD, DVD-ROM or USB flash drive should be titled "Redacted Copy."

3. One (1) signed original **Bid Price Sheet (SECTION THREE)**. The Vendor shall also provide one (1) copy in electronic format to be submitted on CD, DVD-ROM or USB flash drive.

Electronic files should be logically named and easily mapped to the hard copy submittal. The electronic media should be clearly labeled in the same manner as the hard copies.

If a Vendor fails to submit the electronic, signed copies with its bid, DOS reserves the right to contact the responding Vendor by telephone for submission of this document via email. This right will be exercised only when the Bid has met all other requirements of the solicitation.

### 3.2 **Delivery of Bid**

It is the respondent's responsibility to ensure their bid is delivered to the proper place and by the deadline stipulated in the Solicitation Timeline. Bids must be submitted in a sealed envelope/package by U.S. Mail, express or expedited courier delivery service, private courier, or hand delivery.

**Notwithstanding Section 3 of the "State of Florida PUR 1001 (10/06) General Instructions to Bidders", the Department of State does not accept Electronic Submission of Responses.**

The DOS Building is a secured facility, if you are hand-delivering the Reply, please allow for sufficient time to gain access into the building. **REPLIES RECEIVED AFTER THE EXACT TIME SPECIFIED WILL NOT BE CONSIDERED.** The Department's clocks will provide the official time for Reply receipt.

The shipping package should be addressed as follows:

**Attention: David Shufflebotham  
Florida Department of State  
Division of Administrative Services  
500 S. Bronough Street – Room 428  
Tallahassee, Florida 32399-0250**

***Responding Vendor's Name*  
Solicitation Number: DOS ITB 04/18-17  
Title: Brokaw-McDougall House Shutters  
Bid Opening: May 16, 2018 / 4:00 PM ET**



**The Department is not responsible for opening improperly marked Bids.**

### **3.3 Bid Opening**

A public bid opening will be conducted at the time and date specified in the “Solicitation Timeline” (*SECTION 1.4*) in the Purchasing Office located at R.A. Gray Building, 500 S. Bronough Street, Room 428, Tallahassee, Florida, 32399-0250.

After the public bid opening, the name(s) of all Respondents submitting bids shall be made available to interested parties upon request to the Procurement Officer listed in *SECTION 1.6 – Procurement Officer*.

### **3.4 Bid Administrative Review**

#### **A. Non-Responsive Replies**

Each Vendor shall submit a Bid that meets all material requirements of this ITB. DOS reserves the right to determine whether the Bid meets the material requirements as outlined in the ITB solicitation. Material requirements of this ITB are those without which adequate analysis and comparison of Replies is impossible, or those that affect the competitiveness of Replies. DOS seeks to maximize competition and reserves the right to seek clarification from responding Vendors to obtain non-material information to complete a responsiveness review. Failure of a Vendor to provide required information may cause a Vendor to be deemed Non-Responsive and therefore be disqualified from further consideration.

Non-Responsive Replies may include, but are not limited to, those which:

- fail to utilize, complete, and/or submit the mandatory prescribed forms;
- include terms and conditions contrary to the requirements of this solicitation;
- do not contain original authorized signatures;
- contain Technical or Bid information contrary to those outlined in this ITB; and
- are not in conformance with the requirements and instructions contained herein.

**A NON-RESPONSIVE BID WILL NOT BE CONSIDERED UNLESS, AT DOS’S DISCRETION, THE DISCREPANCY DOES NOT PREVENT REVIEW OF THE BID BY DOS AND CAN BE EASILY AND QUICKLEY REMEDIED.**

DOS reserves the right to wave minor irregularities in a Bid. A minor irregularity is a variation of a technical nature to this ITB which does not affect the price of the Bid or give the Vendors a substantial or unfair advantage over other Vendors. At its sole discretion, DOS may request a Vendor to provide clarifying information or additional materials to correct a minor irregularity. However, DOS will not request, and the Vendor shall not provide, additional materials that affect the price of the Bid or give the Vendor an advantage or benefit not provided to all responding Vendors.

#### **B. Disqualification for Non-Responsibility**

DOS reserves the right to utilize sources other than those identified by the Vendor to obtain additional information regarding the prospective vendor’s capability of fully performing a contract for the services outlined in this ITB as well as its integrity and reliability to assure good faith performance. Information obtained from additional sources may be used to determine whether the Vendor is a Responsible Vendor. DOS will reject the Bid submitted by any Vendor deemed not to be a Responsible Vendor.

Such additional sources may include, but are not limited to, news sources; court filings; internet searches; and online-reports available from state or federal agencies. Factors that may result in finding that the prospective Vendor is not a Responsible Vendor include, but are not limited to, filing for bankruptcy or insolvency; conviction of a crime by any corporate officer involving fraud; dishonesty,

unfair or deceptive trade practices; bid or price fixing; or any other offense related to corporate business practices or having a contract with any state or governmental entity terminated for breach or for failure to perform within the past three (3) years.

**3.5 Material Deviations**

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

**3.6 Changes to Bid**

No substitutions, variations or changes to contract terms, conditions or specifications will be permitted or acknowledged unless approved, in writing, by the Department of State Purchasing Office. Rule 60A-1.002(11), Florida Administrative Code (F.A.C.), specifically 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 written approval of the Purchasing Office prior to the bid opening date.

**3.7 Withdrawal of Bid**

A Respondent may withdraw a Bid by written notice to the Department on or before the deadline specified for the receipt of Bid in the Solicitation Timeline of this Solicitation. Such written notice is to be submitted to the Procurement Officer at the address specified

**3.8 Bid Disposal**

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 bid to this ITB. Selection or rejection of the bid shall not affect this right.

**3.9 Bid Preparation Cost**

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

**3.10 Right to Accept or Reject**

The Department reserves the right to accept or reject any and all bids failing to meet mandatory responsiveness requirements, or containing material deviations, or separate portions, and to waive any minor irregularity, technicality, or omission if the Department determines that doing so will serve the State's best interest. Additionally, the Department reserves the right to reject any and all bids and to re-solicit if in the best interest of the Department.

**END OF SECTION**

## SECTION 4 - AWARD PROCESS

### 4.0 Bid Award Determination

The Department shall review responsive replies and anticipates making award to the responsible and responsive Respondent who offers the lowest grand total price set forth in “*ATTACHMENT C - PRICE SHEET*”. The Department reserves the right to accept or reject any and all bids, or separate portions, and to waive any minor irregularity, technicality, or omission if the Department determines that doing so will serve the State’s best interest.

In the event that the lowest price bidder is found non-responsive, the Department will proceed to the next lowest priced responsive and responsible bidder and continue the award process. This process will continue until the Department is able to award a contract or until all eligible bidders have been eliminated.

### 4.1 Review of Bidder's Facilities & Qualifications

After the bid due date and prior to Contract execution, the Department reserves the right to perform or to have performed, an on-site review of the bidder's facilities and qualifications. This review will serve to verify data and representations submitted by the bidder and may be used to determine whether the bidder has adequate facilities, equipment, qualified and experienced staff, and overall management capabilities to provide the required services. The review may also serve to verify whether the bidder has financial capabilities adequate to meet the Contract requirements.

Should the Department determine that the bid package has material misrepresentations or that the size or nature of the bidder's facilities, equipment, management capabilities, or the number of experienced personnel (including technical staff) are not adequate to ensure satisfactory contract performance, the Department has the right to reject the bid.

**END OF SECTION**

## SECTION 5 - SPECIAL CONDITIONS

### 5.0 **General Contract Conditions – PUR 1000 (10/06)**

The “State of Florida PUR 1000 (10/06) General Contract Conditions” – attached to this ITB, contains terms and conditions that apply to this solicitation. It is understood and agreed that Section 5 – Special Conditions are in addition to the General Contract Conditions (PUR 1000). In the event of any conflict between Form PUR 1000 and additional Department special conditions, the special conditions shall take precedence over the Form PUR 1000 unless the conflicting term is required by any section of the Florida Statutes, in which case the statutory requirements shall take precedence.

### 5.1 **Compliance with Laws**

The Vendor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, State and local agencies having jurisdiction and authority. By way of non-exhaustive example, Chapter 287 of the Florida Statutes, and Chapter 60A-1 of the Florida Administrative Code, govern the Contract. By way of further non-exhaustive example, the Vendor shall comply with Section 274A of the Immigration and Nationalization Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran’s status. Violation of any laws, rules, codes, ordinances or licensing requirements shall be grounds for Contract termination.

### 5.2 **Breach of Contract**

In the case of breach of contract on the part of the vendor, the Department reserves the right to cancel the contract and charge the vendor for the reprocurement of satisfactory service or product on the open market, or other remedies available to the Department pursuant to the provisions of the Uniform Commercial Code, Chapter 672, F.S., relating to the breach of express or implied warranties, including, but not limited to, warranties of fitness for a particular purpose or use.

### 5.3 **Damages upon Termination**

The Department’s exercise of the right to terminate shall not release the vendor from its obligation to pay damages incurred by the State due to any breach by vendor, including re-procurement costs, prior or subsequent to the notice of termination.

### 5.4 **Independent Vendor Status**

The Vendor shall be considered an independent Vendor in the performance of its duties and responsibilities under this Contract. The Department shall neither have nor exercise any control or direction over the methods by which the Vendor 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.

### 5.5 **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.

### 5.6 **Invoices and Payments**

The Vendor 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).

Vendor's acceptance of final payment shall constitute a full waiver of any and all claims by Vendor against the Department arising out of this Agreement or otherwise relating to the goods or services,

except those previously made in writing and identified by Vendor as unsettled at the time of the final payment.

**5.7 Financial Consequences**

The Department's contract manager shall review the Vendor's Work/services as completed. If the Vendor fails to perform specified tasks in accordance with the Scope of Work the Department's contract manager shall not authorize payment.

**5.8 Interest Penalties**

Payment shall be made in accordance with Section 215.422, Florida Statutes, which states the vendor's rights and the State agency's responsibilities concerning penalties and time limits for payment of invoices.

**5.9 Vendor Ombudsman**

A Vendor Ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency, may be contacted at (850) 413-5516, or by calling the Department of Financial Services Consumer Hotline at 1-800-342-2762.

**5.10 Travel Expenses**

No travel expenses shall be allowed under the resulting contract; unless specifically set forth herein.

**5.11 Department's Contract Manager (DCM)**

The Department's Contract Manager's information shall be provided upon contract execution. The DCM will receive for the Department all invoices called for in this contract and will represent the Department 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 DCM be effective or binding upon the Department unless approved in writing by the DCM. The Department shall notify the vendor in the event there is any change of Department's Contract Manager.

**5.12 Vendor's Contract Manager**

Vendor shall provide contract supervision (when applicable) and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the contract documents. Vendor shall be responsible to see that the finished Work complies accurately with the contract documents. All communications given to the Vendor's contract supervisor shall be as binding as if given to the Vendor. The Department shall have the right to direct Vendor to remove and replace its supervisor, with or without cause. The successful Vendor shall provide the name, telephone number, and email address of the Vendor's contract manager assigned to the project prior to commencement of the Work. The Vendor shall notify the Department in the event there is any change of the Vendor's Contract Manager.

**5.13 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.

**5.14 Records Audit**

1. The successful Vendor agrees to maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the

Department under this Contract. Further, the successful Vendor agrees to allow the Department or the Office of the Auditor General access to all documentation and records related to this contract to conduct a financial or compliance audit at any time during the term of the contract and for five (5) years after contract termination.

2. The successful respondent agrees to include all record-keeping requirements in all sub-contracts and assignments related to this Contract.

**5.15 Records Retention**

All documents must be retained by the Vendor at the Vendor's primary place of business for a period of five (5) years following Contract expiration, 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 Department to facilitate the duplication and transfer of any said records or documents during the required retention period. The Vendor shall advise the Department of the location of all records pertaining to this Contract and shall notify the Department by certified mail within ten (10) days if/when the records are moved to a new location. Violations will be noted and forwarded to the Department's Inspector General for review.

**5.16 Accessible Electronic Information Technology**

When applicable, Respondents submitting responses to this solicitation must provide electronic and information technology resources in complete compliance with the accessibility standards provided in Rule 60-8.002, F.A.C. These standards establish a minimum level of accessibility.

**5.17 Performance Bond**

Not required.

**5.18 Copyrights, Right to Data, Patents and Royalties**

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

**5.19 Intellectual Property**

Unless otherwise agreed in writing, (i) intellectual property rights to preexisting property will remain with Vendor, (ii), intellectual property rights to all property created or otherwise developed by Vendor specifically for Customer will be owned by the Customer and the State of Florida. Proceeds derived from the sale, licensing, marketing or other authorization related to any such agency controlled intellectual property right shall be handled in the manner specified by applicable state statute.

**5.20 Information Technology Security Requirement**

Vendors, providers, and partners employed by the Department of State or acting on behalf of the Department shall comply with Chapter 74-2, Information Technology Security of the Florida Administrative Code, Department security policies, and employ adequate security measures to protect Department information, applications, data, resources, and service.

**END OF SECTION**

## **SECTION 6 - ATTACHMENTS**

**Attachment A – Question Submittal Form**

**Attachment B – Statement of Work/Specifications and Requirements**

**Attachment C – Price Sheet**

**Attachment D – Drug Free Workplace Certificate**

**Attachment E – Disclosure Statement Conflict of Interest Disclosure**

**Attachment F – Vendor References**

**ATTACHMENT A - QUESTIONS SUBMITTAL FORM**

Vendors should complete the table provided based on their questions relating to this ITB. The completed form shall be submitted in accordance with the instructions provided in Section 2.2. This form may be expanded as needed to facilitate response to this requirement.

VENDOR NAME: \_\_\_\_\_

Vendor Question Number	ITB Page #, Section #, Subsection Reference	Vendor Question
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

\*Add additional rows or pages as necessary.



## ATTACHMENT B - STATEMENT OF WORK/SPECIFICATIONS AND REQUIREMENTS

### Brokaw-McDougall House Shutters

#### **Mandatory Site Visit**

MANDATORY pre-bid site visit is scheduled according to the Solicitation Timeline in Section 1.4. A bidder sign in sheet will be available at the time of the site visit. The sign in sheet will be used to document attendance. All bidders intending to offer a bid must sign the sign in sheet before departing the site. Bids will only be accepted from those Bidders attending the pre-bid site visit.

During the mandatory Pre-Bid site visits, prospective bidder shall visit the site and become familiar with the site conditions which may have an influence on the bid proposal or the equipment, material, labor and services required. Bidders are encouraged to note questions related to technical clarifications and are requested to formally submit these questions in writing in accordance with timing indicated in Section 1.5 - Solicitation Timeline.

Please reference Section (5) Questions of the "State of Florida PUR 1001 (10/06) General Instructions to Bidders" for additional information related to oral discussions with State employees.

#### **Vendor's Qualifications:**

The Vendor shall maintain and keep in force throughout the duration of the project, the requirements specified below.

1. **Minimum Requirements**  
Prospective vendors must have at least 3 years with restoration of Historic Buildings. We will also require three references.
2. **Certification and Registration**  
The Vendor shall be currently licensed and hold a certification or registration issued by the Florida Department of Business and Professional Regulation as a Building Contractor in strict accordance with Chapter 489, Florida Statutes. For licensing, contact: Florida Department of Business and Professional Regulation, Tallahassee, Florida 32399-0797, (850) 487-1395. (Submit documentation per instruction in Section 3.0.)
3. **Certification of Experience**  
The organized business enterprise (e.g. corporation or LLC or sole proprietorship) shall have been actively involved in providing the type of services as required in this Contract. Prior experience shall specifically be related to building maintenance services similar in size, technical scope and volume of work to that specified in the scope of work for this contract. (Submit documentation per instruction in Section 3.0.)

The Department will investigate carefully to determine the Vendor is responsive, responsible and qualified in the area of work contemplated by this Contract.

All Proposers must be registered in the State of Florida's MyFloridaMarketplace system. All prospective bidders, proposers, and respondents that are not registered, should go to <https://vendor.myfloridamarketplace.com/> to complete on-line registration, or call 1-866-352-3776 for assisted registration.

All business entities must be registered or authorized to do business in the State of Florida. Contact the Florida Department of State, Division of Corporations, Tallahassee, Florida 32399, (850) 245-6051.

### **Insurance Requirements**

Reasonably Associated Insurance. During the term of the Contract, Vendor, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with the Contract. Providing and maintaining adequate insurance coverage is a material obligation of the Vendor, and failure to maintain such coverage may void the Contract. The limits of coverage under each policy maintained by Vendor shall not be interpreted as limiting Vendor's liability and obligations under the Contract. All insurance policies shall be through insurers licensed and authorized to write policies in Florida.

#### **Workers Compensation.**

The Contractor shall maintain Workers' Compensation insurance as required under the Florida Workers' Compensation Law.

#### **Liability Insurance.**

The Contractor shall maintain insurance sufficient to adequately protect the Agency from any and all liability and property damage/hazards which may result from the performance of the Purchase Order. All insurance shall be with insurers qualified and duly licensed to transact business in the State of Florida. If required by the Agency and prior to commencing any work the Contractor shall provide Certification(s) of Insurance evidencing that all appropriate coverage is in full force and showing the Agency to be an additional insured.

#### **Written Verification of Insurance.**

Upon execution of this Contract, Vendor shall provide the Department written verification of the existence and amount for each type of applicable insurance coverage. Within five (5) days of the execution date of the Contract, Vendor shall furnish proof of applicable insurance coverage to the Department's Contract Manager by standard Association for Cooperative Operations Research and Development (ACORD) form certificates of insurance. In the event that any applicable coverage is cancelled by the insurer for any reason, Vendor shall immediately notify the Department's Contract Manager in writing of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within fifteen (15) business days after the cancellation of coverage.

#### **The Department is Not Responsible for Insurance Deductible.**

The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of Vendor providing such insurance.

### **Permitting**

The Vendor shall inquire to local; city and county building permit departments, to determine if permits are required. The Vendor shall acquire and pay for all permits required.

### **Project Specifications**

Remove old shutters and replace with new shutters at the Brokaw-McDougall House. Shutters are to be made out of straight grained cypress or any comparable wood with approval from the Contract Manager. The shutters are to be painted to match the existing color. Shutters are to have hurricane rated fiberglass installed on the outside of shutter and to be painted on both sides to blend in with the shutter. All shutters will be able to be secured from the inside of the house. All hardware for the inside will be approved before applied. All original hardware will be used if possible or replaced with the same. The number of shutters and sizes are as below:

53 – shutters at approximately 95h x 25w with 50 individual slats

8 – shutters at approximately 86h x 20w with 46 individual slats

4 – shutters at approximately 32h x 40w with 15 individual slats

4 – shutters at approximately 34h x 32w with 26 individual slats

### **Payment Schedule**

The Department's contract manager shall review Vendor services as completed. If Vendor fails to perform specified tasks in accordance with the specifications, the Contract Manager shall not authorize payment. Payment shall be made to the Vendor as services are completed and invoiced by the Vendor. Invoices should be submitted based on deliverable and in accordance with the items on Attachment C – Price Bid Sheet.

### **Financial Consequences**

The vendor shall pay the Department the amount of one hundred dollars (\$100) per calendar day the bidder fails to complete agreed upon work after the expiration of the time allowed by the Contract, subject to the force majeure provisions of the Contract. Allowing completion after the time allowed shall not act as a waiver of financial consequences.

Nothing in this section shall be construed to make the bidder liable for delays that are beyond its reasonable control. Nothing in this section shall limit the Department's right to pursue its remedies for other types of damages.

### **Permitting**

Permitting for this project, if needed, is the responsibility of the vendor. A copy of all permits shall be posted at the work site location at all times during the project. The vendor is responsible for complying with all permit conditions and the vendor shall pay any penalties arising from the vendor's permit violations.

### **Scheduling**

Scheduling of work must be coordinated with the Department's Contract Manager and shall not disturb the normal operation of the location where services are performed.

## Brokaw-McDougall House Site Rules

### DAMAGES TO STATE PROPERTY

Any damages to state property (i.e. structures, roads, culverts, fences, trees, or other natural resources etc.) caused by the Vendor while working on this project shall be the responsibility of the Vendor to remedy, as determined by the Department. The Vendor shall be responsible for the conduct of all Vendor personnel at all times while on the job site.

Should any historical or cultural artifacts be uncovered the Vendor shall immediately halt work and notify the Department Contract Manager. Please note: The State Archeologist has the power to halt work if he or she has reason to believe artifacts are being disturbed.

- There is NO SMOKING allowed on the site. No exceptions.
- No radio playing or trash talking—this is a public site!
- Garbage must be picked up at the end of each day.

Vendors cannot use the public restrooms. Arrangements for a portable toilet(s) must be made. Notify the DOS if bringing trailers or any needed dumpsters for restoration waste, so we can jointly decide on placement.

Restoration areas must be fenced/roped off from site visitors. Make arrangements for temporary fencing for restoration areas.

Vendors should avoid parking on the site proper with their vehicles in public view. Parking areas will be assigned.

Established site work hours are 7 AM to 5 PM, Monday through Friday (unless otherwise prearranged in advance). Weekend work must be prearranged in advance.

Additional contact information will be provided to the successful vendor.

**ATTACHMENT C - PRICE BID SHEET**

Florida Department of State DOS ITB 04/18-17  
Brokaw McDougall House Shutters

	Price
Shutter materials, paint and supplies	(a)
Labor for removal of existing shutters and installation and painting of new shutters.	(b)

(a) + (b) = Total for award ..... \$ \_\_\_\_\_

Company Name: \_\_\_\_\_

Company Contact Name: \_\_\_\_\_ Contact Phone # \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Printed Name of Authorized Representative: \_\_\_\_\_

*\*This individual must have the authority to bind the Vendor.*

Signature of Authorized Representative: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT D - DRUG FREE WORKPLACE CERTIFICATE**

IDENTICAL TIE PROPOSALS – Preference will be given to businesses with drug free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and services 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 will be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied Respondents have a drug free workplace program. In order to have a drug free workplace program, a business must:

- 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, 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 the scope of this 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 the scope of this bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, 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, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee’s community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

\_\_\_\_\_  
RESPONDENT’S SIGNATURE

\_\_\_\_\_  
Name (typed or printed)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**ATTACHMENT E - DISCLOSURE STATEMENT CONFLICT OF INTEREST DISCLOSURE**

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. Vendors must disclose with their bids whether any officer, director, employee or agent is also an officer or an employee of DOS, the State of Florida, or any of its Agencies. All firms must disclose the name of any state officer or employee who owns, directly or indirectly, an interest of more than five percent in the Vendor's firm or any of its branches or affiliates. All Vendors must also disclose the name of previous employee of DOS who has received or will receive compensation of any kind to seek to influence the actions of DOS in connection with this procurement.

The following persons are officers, directors, employees, or agents of Vendor's firm **and** state officers or employees:

\_\_\_\_\_  
\_\_\_\_\_

The following persons are state officers or employees who own, directly or indirectly, more than a 5% interest in the Vendor's firm:

\_\_\_\_\_  
\_\_\_\_\_

The following previous employee(s) of DOS have sought to influence DOS in this procurement on behalf of the Vendor:

\_\_\_\_\_  
\_\_\_\_\_

The Vendor has no interest to disclose and has had no person seeking to influence DOS in connection with this procurement.

\_\_\_\_\_  
\*Authorized Representative's Signature

\_\_\_\_\_  
\*Typed Name and Title of Authorized Representative

\*This individual must have the authority to bind the Vendor.

**ATTACHMENT F – REFERENCES FORM**

**Respondent's Name:** \_\_\_\_\_

The Respondent must list a minimum of three (3) separate and verifiable clients, other than the Department, for which services of a similar size and parameters of those requested in this solicitation. The same client may not be listed as more than one (1) reference. Confidential clients shall not be included. The Department reserves the right to obtain and utilize references not provided by the Respondent.

<b>Company Name:</b>	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates:	to
Approximate Contract Value:	\$

<b>Company Name:</b>	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates:	to
Approximate Contract Value:	\$

<b>Company Name:</b>	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates:	to
Approximate Contract Value:	\$