



**FLORIDA DEPARTMENT OF CORRECTIONS
INVITATION TO BID (ITB)
COMMODITY**

Page 1 of 25 pages

AGENCY RELEASE DATE:
September 17, 2013

Linda Gilyard, Procurement Manager
Department of Corrections
Bureau of Procurement and Supply
501 South Calhoun Street
Tallahassee, Florida 32399-2500
Telephone Number: (850) 717-3700

SOLICITATION TITLE: METAL TRUSSES	SOLICITATION NO: DC ITB-13-006
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RESPONSES WILL BE OPENED: October 9, 2013 @ 2:00PM
and may not be withdrawn within 90 days after such date and time.

RESPONDENT NAME:	<hr/> * AUTHORIZED SIGNATURE (MANUAL)
RESPONDENT MAILING ADDRESS:	
CITY - STATE - ZIP:	
PHONE NUMBER:	
FREE NUMBER:	
FAX NUMBER:	
EMAIL ADDRESS:	<hr/> * AUTHORIZED SIGNATURE (TYPED), TITLE
FEID NO.:	

I certify that this Response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same services (including materials, equipment and supplies) and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this ITB and certify that I am authorized to sign this Response Submittal for the Respondent/Contractor and that the Response is in compliance with all requirements of the Invitation to Negotiate, including but not limited to, certification requirements and mandatory attestations. In submitting a Response to an agency for the State of Florida, the Vendor offers and agrees that if the Response is accepted, the Vendor 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 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 Department tenders final payment to the Respondent/Contractor.

NO BID SUBMITTED: Please provide reason for "No Bid" in this Space

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 regarding the solicitation.

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

The State of Florida's general contract conditions, [Form PUR 1000](#) (10/06), and the General Instructions to Respondents, [Form PUR 1001](#) (10/06), as required by Rule 60A, F.A.C. are each hereby incorporated by reference. Any terms and conditions set forth within this ITN document shall supersede any and all conflicting terms and conditions set forth within Form PUR 1000 and Form PUR 1001.

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SECTION 1 – DEFINITIONS

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

- 1.1 **Balance of Line:** Balance of line refers to additional items that may be needed by the Department. Awards are not based on pricing submitted for balance of line items, but bidders must submit pricing for all balance of line items in order for their bid to be considered responsive. When balance of line items are listed in a solicitation, the Department will clearly indicate what items will be considered in the basis for award.
- 1.2 **Breach of Contract:** A failure of the successful bidder(s) to perform in accordance with the terms and conditions of the Contract which may result from this ITB.
- 1.3 **Contract:** The agreement (contract or purchase order) which results from this ITB between the winning Bidder and the Department.
- 1.4 **Contractor or successful bidder:** The organization or individual providing services to the Department in accordance with the terms of the Contract which results from this ITB.
- 1.5 **Deliverables:** Those services, items and/or materials provided, prepared and delivered to the Department in the course of performance of the Contract. Deliverables shall be more specifically described in definable verifiable detail in the Statement of Work.
- 1.6 **Department or Owner:** The Florida Department of Corrections referred to in this ITB document.
- 1.7 **Material Deviations:** The Department has established certain requirements with respect to bids to be submitted by bidders. The use of *shall*, *must* or *will* (except to indicate simple futurity) in this ITB indicates a requirement or condition which may not be waived by the Department except where the deviation there from is not material. A deviation is material if, in the Department’s sole discretion, the deficient response is not in substantial accord with this ITB’s requirements, provides an advantage to one bidder over other bidders, has a potentially significant effect on the quantity or quality of items bid, or on the cost to the Department. Material deviations cannot be waived and shall be the basis for rejection of a bid.
- 1.8 **Minor Irregularity:** A variation from the ITB terms and conditions which does not affect the price of the bid or give the bidder an advantage or benefit not enjoyed by the other bidders or does not adversely impact the interests of the Department. A minor irregularity will not result in a rejection of a bid.
- 1.9 **P-Card:** Refers to the State of Florida’s purchasing card program, using the Visa platform.
- 1.10 **Purchase Order:** The contract document issued by the Department to the Vendor to procure goods and services.
- 1.11 **Responsible Vendor:** A vendor who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.
- 1.12 **Responsive Bid:** A bid, submitted by a responsive and responsible vendor that conforms in all material respects to the solicitation.
- 1.13 **Vendor, Offeror and Bidder:** A legally qualified corporation, partnership or other entity submitting a bid to the Department pursuant to this ITB.
- 1.14 **Winning or successful bidder:** The business or entity submitting the lowest responsive bid, meeting all requirements of the Department’s ITB.
- 1.15 **Department or Owner:** The Florida Department of Corrections referred to in this ITB document.
- 1.16 **Subcontract:** An agreement entered into by the Contractor with any other person or organization that agrees to perform any performance obligation for the Contractor specifically related to securing or fulfilling the Contractor’s obligations to the Department under the terms of the Contract resulting from this ITB.

SECTION 2 – INTRODUCTION

2.1 Background and Statement of Purpose

The purpose of this Invitation to Bid is to secure competitive bids from qualified vendors to furnish light gauge metal roof trusses for (Dorm A) building at Central Florida Reception Center (CFRC) located in Orlando, Florida. Installation is not required.

Drawings may be obtained by contacting Linda Gilyard, Purchasing Specialist; Bureau of Procurement & Supply at gilyard.linda@mail.dc.state.fl.us.

2.2 Contract

Purchases shall be accomplished through issuance of a MyFloridaMarketPlace (MFMP) purchase order(s).

2.3 Timeline

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

	<u>DATE</u>	<u>TIME</u>	<u>ACTION</u>
2.3.1	09/17/13		Release of ITB to public, posted on VBS.
2.3.2	09/25/13	5:00 PM	Last day for written inquiries to be received by the Department
2.3.3	09/27/13		Anticipated date that written responses to written inquiries will be posted on the VBS.
2.3.4	10/09/13	2:00 PM	Bids Due and Bids Opened
2.3.5	10/15/13		Anticipated posting of Agency Decision.

Pursuant to Section 287.057(23), Florida Statutes, Bidders to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the seventy-two (72) hour period following the agency posting the Notice of Agency Decision, 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 Manager or as provided in the solicitation documents (See Section 4.1). Violation of this provision may be grounds for rejecting a Bid.

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SECTION 3 – PRODUCT INFORMATION

3.1 Specifications

All Specifications to be utilized/followed in performing work under this Invitation to Bid (ITB) and resulting Contract are indicated in ATTACHMENT 3.

3.2 Delivery

Product(s) shall be shipped Freight on Board (FOB): destination within 30-90 days after receipt of an order. Deliveries must be made between 8:30 am to 4:00 pm ET, Monday through Friday excluding Saturdays, Sundays, and state holidays, unless otherwise stated herein or on a subsequent purchase order.

3.3 Additional Quantities

For a period not to exceed ninety (90) days from the date of acceptance of this offer by the Department, the right is reserved to acquire additional quantities up to the amount shown on the bid at the awarded unit price. If seller does not agree to provide additional quantities, the bid sheet(s) must note “BID IS FOR SPECIFIED QUANTITY ONLY”.

3.4 Damaged Goods

The successful bidder 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:

- 3.4.1** Record any evidence of visible damage on all copies of the delivery carrier’s Bill of Lading.
- 3.4.2** 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.
- 3.4.3** Retain the item and its shipping container, including inner packing material, until inspection is performed by the carrier and disposition given by the contract supplier.
- 3.4.4** Provide the vendor with a copy of the carrier’s Bill of Lading and Damage Inspection Report.

3.5 Trade Names

Any manufacturer’s names, trade names, brand names or catalog numbers used in specifications contained in this bid are for the purposes of describing and establishing general quality levels. Such references are not intended to be restrictive. Bids will be considered for alternate items that meet or exceed the quality level of item(s) listed, unless “No Substitutes(s)” or other similar language is indicated on the Cost Information Sheet. If a vendor is submitting a bid for an alternate item, technical documentation/brochures must be provided to the Department for evaluation purposes. An alternate product sample may be required by the Department for review prior to acceptance.

3.6 Shop Drawings

The successful bidder shall supply the Construction Projects Consultant II with four (4) embossed sealed copies of shop drawings within three (3) weeks after receipt of a Purchase Order.

SECTION 4 – PROCUREMENT RULES AND INFORMATION

4.1 Procurement Manager

Questions related to the procurement should be addressed to:

Linda Gilyard, Procurement Manager
Florida Department of Corrections
Bureau of Procurement and Supply
501 South Calhoun Street
Tallahassee, Florida 32399-2500
Fax: (850) 488-7189
E-mail: gilyard.linda@mail.dc.state.fl.us

Questions will only be accepted if submitted in writing and received on or before the date and time specified in the Timeline (Section 2.3). Responses to questions will be posted on the Vendor Bid System (VBS) on or about the date referenced in the Timeline (Section 2.3).

Any person requiring special accommodation in responding to this solicitation because of a disability should call the Bureau of Procurement and Supply at 850-717-3700 at least five (5) days prior to any pre-solicitation conference, solicitation opening or meeting. If you are hearing or speech impaired, please contact the Bureau of Procurement and Supply by using the Florida Relay Service, which can be reached at 1-800-955-8771 (TDD).

Interested parties are encouraged to carefully review all the materials contained herein and prepare Bids accordingly.

4.2 Procurement Rules

4.2.1 Submission of Bids

Each bid response shall be prepared simply and economically, providing a straightforward, concise delineation of the Bidder's capabilities to satisfy the requirements of this ITB. Elaborate bindings, colored displays, and promotional material are not desired. Emphasis in each bid must be on completeness and clarity of content. In order to expedite the review of bids, it is essential that Bidders follow the format and instructions contained in Section 5, Bid Format and Contents.

Bids are due at the time and date specified in the Timeline (Section 2.3) at the Department of Corrections, and shall be submitted to the attention of the Procurement Manager at the address listed in Section 4.1. Bid responses received late (after Bid opening date and time) will not be considered and no modification by the Bidder of submitted bids will be allowed, unless the Department has made a request for additional information. No Department staff will be held responsible for the inadvertent opening of a bid response not properly sealed, addressed or identified.

4.2.2 Bid Opening

Bids are due and will be publicly opened at the time and date specified in the Timeline (Section 2.3). The public opening will take place at the Department of Corrections, Bureau of Procurement and Supply, 501 South Calhoun Street, Tallahassee, Florida 32399-2500. The name of all Bidders submitting bids will be made available to interested parties upon written request to the Procurement Manager listed in Section 4.1.

4.2.3 Costs of Preparing Bids

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

4.2.4 Disposal of Bids

All bids become the property of the State of Florida and will be a matter of public record subject to the provisions of Chapter 119, Florida Statutes. Selection or rejection of the bid will not affect this right. Should the Department reject all bids and issue a re-bid, information submitted in response to this ITB will become a matter of public record as indicated in Section 119.071(1)(b)3, Florida Statutes.

4.2.5 Bid Rules for Withdrawal

A submitted bid may be withdrawn by submitting a written request for its withdrawal to the Department, signed by an authorized representative of the Bidder, within seventy-two (72) hours after the bid submission date indicated in the Timeline. Any submitted bid shall remain a valid bid for three hundred and sixty five (365) days after the bid submission date.

4.2.6 Rejection of Bids

The Department shall also reject any or all bids containing material deviations. In determining whether a bid contains a material deviation or a minor irregularity, the Department will use the definitions of those terms set forth in Section 1.

4.2.7 Bidder's Conference/Site Visits

There will be no bidders' conference or site visit for this ITB. Questions shall be submitted in accordance with Section 4.2.8, Inquiries.

4.2.8 Bid Inquiries

4.2.8.1 Any inquiries from Bidders concerning this ITB shall be **submitted in writing**, identifying the submitter, to the Procurement Manager identified in Section 4.1 of this ITB and must be received no later than the date and time specified in the Timeline (Section 2.3). **E-mail inquiries are preferred.** It is the responsibility of the Bidder to confirm receipt of inquiries.

4.2.8.2 Interested parties shall examine this ITB to determine if the Department's requirements are clearly stated. If there are any requirements that restrict competition, Bidders may request, in writing, to the Department that the requirements be changed. The Bidder who requests changes to the Department's requirements must identify and describe their difficulty in meeting the Department's requirements, must provide detailed justification for a change, and must recommend changes to the requirements. Requests for changes to this ITB must be received by the Department no later than the date shown for written inquires in the Timeline (Section 2.3). A Bidder's failure to request changes by the date described above shall be considered to constitute Bidder's acceptance of Department's requirements. The Department shall determine what changes to this ITB would be acceptable to the Department. If required, the Department will issue an addendum reflecting the acceptable changes to this ITB, which shall be posted on VBS, in order that all Bidders shall be given the opportunity of proposing to the same requirements.

4.2.9 Addenda

If the Department deems it necessary to supplement, modify or interpret any portion of the solicitation or exhibits, addenda and materials relative to this procurement, it will be posted on the Florida Vendor Bid System at http://vbs.dms.state.fl.us/vbs/main_menu. **Interested parties are responsible for monitoring this site for new or changing information or clarifications relative to this procurement.**

4.2.10 Price/Cost Discussions

Any discussion by a bidder with any employee or authorized representative of the Department involving cost or price information, occurring prior to posting of the Notice of Agency Decision, will result in rejection of said bidder's response.

4.2.11 Verbal Instructions

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

4.2.12 No Prior Involvement and Conflicts of Interest

The bidder shall not compensate in any manner, directly or indirectly, any officer, agent or employee of the Department for any act or service which he/she may do, or perform for, or on behalf of, any officer, agent, or employee of the bidder. No officer, agent, or employee of the Department shall have any interest, directly or indirectly, in any Contract or purchase made, or authorized to be made, by anyone for, or on behalf of, the Department.

The Proposer 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 ITB.

4.2.13 State Licensing Requirements

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

4.2.14 MyFloridaMarketPlace Vendor Registration

All vendors doing business with the State of Florida for the sale of commodities or contractual services as defined in Section 287.012, F.S., shall register on the MyFloridaMarketPlace system, unless exempted under subsection 60A-1.030, F.A.C. State agencies shall not enter into an agreement for the sale of commodities or contractual services as defined in Section 287.012 F.S. with any vendor not registered in the MyFloridaMarketplace system, unless exempted by rule. A vendor not currently registered in the MyFloridaMarketPlace system shall do so within 5 days after posting of intent to award.

Registration may be completed at:

http://dms.myflorida.com/business_operations/state_purchasing/myflorida_marketplace/vendors. Those lacking internet access may request assistance from MyFloridaMarketPlace Customer Service at 866-352-3776 or from State Purchasing, 4050 Esplanade Drive, Suite 300, Tallahassee, Florida 32399.

4.2.15 Unauthorized Employment of Alien Workers

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

4.2.16 Confidential, Proprietary, or Trade Secret Material

The Department takes its public records responsibilities as provided under chapter 119, Florida Statutes and Article I, Section 24 of the Florida Constitution, very seriously. If the 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, the Bidder must also simultaneously provide the Department with a separate redacted copy of its response and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Department's solicitation name, number, and the name of the Bidder on the cover, and shall be clearly titled "Redacted Copy." The redacted copy shall be provided to the Department at the same time the Bidder submits its response to the solicitation and must only exclude or redact 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 response are confidential, trade secret or otherwise not subject to disclosure. Further, the Bidder shall protect, defend, and indemnify the Department for any and all claims arising from or relating to Bidder's determination that the redacted portions of its response are confidential, proprietary, trade secret or otherwise not subject to disclosure. If the Bidder fails to submit a Redacted Copy with its response, the Department is authorized to produce the entire documents, data or records submitted by the Bidder in answer to a public records request for these records. In no event shall the Department, or any of its employees or agents, be liable for disclosing, or otherwise failing to protect, the confidentiality of information submitted in response to this solicitation.

4.2.17 Disclosure of Bid Submittal Contents

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

4.3 Posting of Notice of Agency Decision

In regard to any competitive solicitation, the Department shall post a public notice of agency action when the Department has made a decision to award a contract, reject all bids or proposals, or to cancel or withdraw the solicitation.

The Notice of Agency Decision will be posted on or about the date shown in the Timeline (Section 2.3) 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.

4.4 Filing of Notices of Intent to Protest or Formal Protests

Pursuant to Section 120.57(3), Florida Statutes and PUR 1001 #20, a Notice of Protest or Formal Written Protest shall be filed with the Clerk of the Agency, located at 501 South Calhoun Street, Tallahassee, Florida 32399-2500, (telephone 850-717-3605). Protest related documents may be hand-delivered to the Clerk of the Agency by entering the Calhoun Street entrance and asking the person at the Security Desk to call the agency clerk to come down to the entrance to receive the documents for filing. Documents left at the Security Desk will not be considered filed until received by the Agency Clerk. Formal protests may not be faxed. Protest documents received after hours will be filed the next business day. Protests sent to the Procurement Manager by any means (mail, fax or email), will not be considered filed with the Agency Clerk until they are received at the Carlton building address. To the extent anything in this section conflicts with PUR 1001, this section controls. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Pursuant to Section 287.042(2)(c), Florida Statutes, a formal written protest must be accompanied by a bond written by a Surety Company licensed to do business in the State of Florida payable to the Department of Corrections in an amount equal to one percent (1%) of the estimated total value of the proposed contract amount submitted by the protestor. The amount of the bond will be provided by the Department's Office of General Counsel/Contracts Section and can be obtained by contacting the appropriate staff at (telephone number 850-717-3605, facsimile number 850-922-4355). In lieu of a bond, the Department may accept a cashier's check, official bank check, or money order in the amount of the bond.

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) signed original and should submit one (1) electronic copy, in pdf format on a CD. If Bidder submits a redacted copy of the bid as outlined in Section 4.2.17, then the Bidder shall also submit one (1) electronic copy of their redacted Bid in pdf format, on CD. The submitted CDs shall not be “password protected”. The Bid shall be submitted in sealed envelopes or boxes and clearly marked “ITB #DC ITB-13-006, Metal Trusses, and also “Redacted” for the redacted copies), and should also be marked with the opening date and time.

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.

- 5.1.1** Bidder shall complete, sign and return the ITB Acknowledgement Form (page 1). The bidder must return at least one copy with an original signature.
- 5.1.2** The bidder shall complete, sign, date and return all pricing page(s), entitled Cost Information Sheet, and by submitting a bid or bids under this ITB, each Bidder warrants its agreement to the prices submitted. Bids should be submitted with the most favorable pricing terms bidder can offer to the State. Any modifications, counter offers, deviations, or challenges may render the bid non-responsive. By submitting an offer or offers under this ITB, each bidder warrants its agreement to the prices submitted.
- 5.1.3** In accordance with Section 287.084, F.S., when the lowest responsible and responsive bid for **purchases of personal property** is submitted by a vendor whose principal place of business is located outside the state of Florida, a 5% price preference shall be awarded to the lowest responsible and responsive vendor whose principal place of business is located in the state of Florida unless the state where the out-of-state vendor is located provides a price preference for businesses having a principal place of business in that state. In that case, the same price preference shall be awarded to the lowest responsible and responsive vendor whose principal place of business is located in the state of Florida responding to this competitive solicitation. A vendor whose principal place of business is located outside of the state of Florida, must accompany their bid response documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences granted by that state to its own business entities in the letting of public contracts. The written document must identify either the preference granted or a statement that no preferences are granted.

5.2 Contact for Contract Administration

The bidder shall complete and insert Attachment 1 of this ITB with their response.

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SECTION 6 – AWARD OF CONTRACT

6.1 Basis of Award

As the best interest of the State may require, the right is reserved to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical district basis and/or on a statewide basis with one or more suppliers; to reject any and all bids or waive any minor irregularity or technicality in bids received. When it is determined there is competition to the lowest responsible bidder, evaluation of other bids is not required. Bidders are cautioned to make no assumptions unless their bid has been evaluated as being responsive. All awards made as a result of this bid shall conform to applicable Florida Statutes.

In the event the low cost bidder is found non-responsive, the Department may proceed to the next lowest cost responsive bidder and continue the award process.

Firm prices shall be bid and, where products are included, shall include all packaging, handling, shipping and delivery charges, including environmental & fuel service fees.

6.2 Identical Tie Bids

When evaluating bids/proposals/responses to solicitations, if the Department receives identical pricing or scoring from multiple vendors, the department shall determine the order of award using the criteria set forth in Rule 60A-1.011, FA.C. and Chapter 295.187, F.S. “Certified Veteran Business Enterprises”.

6.3 Incomplete Cost Information Sheet

Any cost information sheet that is incomplete or in which there are significant inconsistencies or inaccuracies may be rejected by the Department. No deviations, qualifications, or counter offers will be accepted. The Department reserves the right to reject any and all bids. All calculations will be reviewed and verified. The Department may correct mathematical errors; however, in the event of any miscalculation, unit prices shall prevail.

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SECTION 7 – CONTRACT TERMS AND CONDITIONS

This section contains standard terms and conditions that shall be included in any Contract (purchase order) which results from this ITB, along with Attachment 2, Purchase Order Terms and Conditions. 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

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

7.1.2 When a purchase order is issued, this ITB and bidder's response shall be incorporated into and thereby become a part of the bidder's purchase order. If there is a conflict in language, the Department's ITB will govern. In the event the conflict involves any warranties, the document bearing the longest warranty period will govern AS TO THE WARRANTY DISPUTE ONLY.

7.1.3 Upon selection of the winning bid, the Department will issue a purchase order to the successful bidder(s).

7.2 Payments and Invoices

7.2.1 Transaction Fee

The Department of Management Services has instituted a statewide eProcurement System ("System"), with the assistance of a third-party agent, Accenture LLP, ("Accenture"). All transactions from this Contract shall be processed through this system. Pursuant to Section 287.057(23), Florida Statutes (2002), a Transaction Fee of one percent (1%) of the total dollar amount of each purchase order shall apply to all purchases from this Contract unless otherwise exempt as indicated in 60A-1.032, F.A.C.. This fee, paid by the successful bidder, is not submitted to the department and shall not be added to purchase orders as a separate item.

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

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

Failure to comply with these requirements shall constitute grounds for declaring the successful bidder in default and recovering procurement costs from the successful bidder in addition to all outstanding fees. **SUCCESSFUL BIDDERS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM BIDDING ON DEPARTMENT CONTRACTS.**

7.2.2 Purchasing Card Program

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

7.2.3 Supporting Documentation for Invoices

The successful bidder agrees to submit invoices for delivery of products and/or compensation for services in detail sufficient for a proper pre-audit and post-audit thereof. Invoices will be paid upon completion of services and/or receipt, inspection and acceptance of products.

7.2.4 Final Invoice

The successful bidder shall submit the final invoice for payment to the Department no more than 45 days after acceptance of the final deliverable by the Department. If the successful bidder fails to do so, all right to payment is forfeited, and the Department will not honor any request submitted after aforesaid time period. Any payment due under the terms of the Contract resulting from this ITB may be withheld until all applicable deliverables and invoices have been accepted and approved by the Department.

7.2.5 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.

7.2.6 Timeframes for Payment and Interest Penalties

Contractors providing goods and services to the Department should be aware of the following time frames:

1. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services and associated invoice, unless the solicitation specifications, or this Contract specifies otherwise. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.
2. If a payment is not available within forty (40) days, a separate interest penalty, as specified in Section 215.422, Florida Statutes, will be due and payable, in addition to the invoice amount, to the Contractor. However in the case of health services contracts, the interest penalty provision applies after a thirty-five (35) day time period to health care contractors, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the Contractor requests payment. Invoices, which have to be returned to a Contractor because of Contractor preparation errors, may cause a delay of the payment. The invoice payment requirements do not start until the Department receives a properly completed invoice.

7.2.7 Vendor Ombudsman

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted by calling the Department of Financial Services' Toll Free Hotline.

7.3 Travel Expenses

The Department shall not be responsible for the payments of any travel expenses incurred by the successful bidder resulting from this ITB.

7.4 Contract Management

7.4.1 Department's Contract Administrator

The Contract Administrator for this purchase will be:

Chief, Bureau of Procurement and Supply
Department of Corrections
Carlton Building
501 S. Calhoun Street
Tallahassee, FL 32399

The Contract Administrator will perform the following functions:

- a. maintain the Purchase Order or P-Card file;
- b. process all change orders and purchase order cancellations; and
- c. maintain the official records of all correspondence between the Department and the Vendor.

7.5 Records

7.5.1 Disclosure of Bid Contents

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

7.5.2 Audit Records

7.5.2.1 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 Department under this Contract, and agrees to provide a financial and compliance audit to the Department or to the Office of the Auditor General and to ensure that all related party transactions are disclosed to the auditor.

7.5.2.2 The successful bidder agrees to include all record-keeping requirements in all subcontracts and assignments related to this Contract.

7.5.3 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 Department and the terms of this Contract. Copies of all records and documents shall be made available for the Department 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 Bidder Acknowledgement Form (page 1), 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 Department'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 *(if* .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 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.

7.6 Procurement of Materials with Recycled Content

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

7.7 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.

7.8 Americans with Disabilities Act

The successful bidder shall comply with the Americans with Disabilities Act. In the event of the successful bidder's noncompliance with the nondiscrimination clauses, the Americans with Disabilities Act, or with any other such rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the successful bidder may be declared ineligible for further contracts.

7.9 Bidder's Insurance

The successful bidder 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 successful bidder accepts full responsibility for identifying and determining the type(s) and extent of insurance necessary to provide reasonable financial protection for the successful bidder and the Department under this Contract. Upon issuance of the Purchase Order, the vendor may be required to furnish the Department 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 Department reserves the right to require additional insurance where appropriate.

If the successful bidder is a state agency or subdivision as defined in Section 768.28, Florida Statutes, the successful bidder shall furnish the Department, 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.

7.10 Copyrights, Right to Data, Patents and Royalties

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

The Department shall have unlimited rights to use, disclose or duplicate, for any purpose whatsoever, all information and data developed, derived, documented, or furnished by the successful bidder under this Contract. All computer programs and other documentation produced as part of the Contract shall become the exclusive property of the State of Florida, Department of State, with the exception of data processing software developed by the Department pursuant to Section 119.083, Florida Statutes, and may not be copied or removed by any employee of the Contractor without express written permission of the Department.

The successful bidder, without exception, shall indemnify and save harmless the Department and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by the successful bidder. The successful bidder 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 successful bidder or is based solely and exclusively upon the Department's alteration of the article. The Department will provide prompt written notification of a claim of copyright or patent infringement and will afford the successful bidder full opportunity to defend the action and control the defense of such claim.

Further, if such a claim is made or is pending, the successful bidder may, at its option and expense, procure for the Department the right to continue use of, replace, or modify the article to render it noninfringing. (If none of the alternatives are reasonably available, the Department agrees to return the article to the successful bidder upon its request and receive reimbursement, fees and costs, if any, as may be determined by a court of competent jurisdiction.) If the successful bidder 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.

7.11 Disputes

Purchasing entities are to report any vendor failing to perform according to the requirements of this contract on a Department of Management Services' (DMS) Complaint to Vendor form (#PUR7017). The Bureau of Procurement & Supply will provide a copy of the #PUR7017 to the State Purchasing Office at the Department of Management Services. Should the vendor fail to satisfactorily correct the problem within a prescribed period of time, then a "Request for Assistance" form (#DC2-509) shall be submitted to the Contract Administrator with a copy to the Contract Manager, if applicable. The Contract Administrator shall decide the dispute (with input from the Contract Manager if applicable), reduce the decision to writing, and deliver a copy to the Vendor and the Contract Manager, if applicable. If the dispute cannot be resolved by the Contract Administrator, the issue shall be escalated to the Bureau Chief of Procurement and Supply for resolution. Copies of these submittals shall remain in the contract file for use in decisions regarding renewal options.

7.12 Independent Vendor Status

The successful bidder shall be considered an independent Contractor 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 successful bidder 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.

7.13 Assignment

The successful bidder shall not assign its responsibilities or interests under this Contract to another party without prior written approval of the Department's Contract Administrator, or the Contract Manager, if applicable. The Department 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 successful bidder.

7.14 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.

7.15 Use of Funds for Lobbying Prohibited

The successful bidder 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.

7.16 Reservation of Rights

The Department reserves the exclusive right to make certain determinations regarding the service requirements outlined in the Contract. The absence of the Department setting forth a specific reservation of rights does not mean that any provision regarding the services to be performed under this Contract are subject to mutual agreement. The Department reserves the right to make any and all determinations exclusively which it deems are necessary to protect the best interests of the State of Florida and the health, safety and welfare of the Department's inmates and of the general public which is served by the Department, either directly or indirectly, through these services.

7.17 Convicted Felons Certification)

No personnel assigned to this Contract may be a convicted felon or have relatives either confined by, or under supervision of, the Department, unless an exception is granted.

7.18 Taxes

The State of Florida does not pay Federal Excise and Sales taxes on direct purchases of tangible personal property. Tax exemption number/certificate will be provided upon request. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of state owned real property as defined in Chapter 192, F.S.

7.19 Condition and Packaging

This understood and agreed that any item offered or shipped as a result of this bid shall be new, and the most current standard model available at the time of the bid, unless otherwise stated. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

7.20 Safety Standards

Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards thereunder.

7.21 Conflict Of Interest

The award hereunder is subject to the provisions of Chapter 112, F.S. All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the department. Further, all bidders must disclose the name of any department employee who owns, directly or indirectly, an interest of five percent (5%) or more in the bidders firm or any of its branches. In accordance with Chapter 287, F.S., no person or firm receiving a contract that has not been procured pursuant to Section 287.057(2) or (3), F.S., to perform a feasibility study of the potential implementation for a subsequent contract, participating in the drafting of an invitation for bids or request for proposals, or developing a program for future implementation shall be eligible to contract with the agency for any other contracts dealing with that specific subject matter: and bidders must disclose with their bid any such conflict of interest.

7.22 Sample

Samples of items, when called for, must be furnished free of expense on or before the bid opening time and date, unless otherwise specified herein. If not destroyed, samples may, upon request, be returned at the bidder's expense. Each individual sample must be labeled with bidders name, manufacturer's brand name and number, bid number, and item reference. Request for return of samples shall be accompanied by instructions which include shipping authorization and name of carrier and must be received within ninety (90) days after bid opening date. If instructions are not received within this time, the commodities shall be disposed of by the department.

7.23 Nonconformance to Contract Conditions

Items may be tested for compliance with specifications by the Florida Department of Agriculture and Consumer Services, or by others acceptable to the department. Should the items fail testing, the department may require the vendor to reimburse the department for costs incurred by the department in connection with the examination or testing of the commodity including costs relating to transporting the commodity samples to the testing site, actual test costs, personnel costs and other applicable costs. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with Chapter 119, F.S. Items delivered not conforming to specifications may be rejected and returned at the vendors expense. These items and items not delivered as per delivery date in bid and/or purchase order may result in bidder being found in default in which event any and all reprourement costs may be charged against the defaulting contractor. Any violation of these stipulations may also result in:

7.23.1 Suppliers name being removed from State Purchasing vendor mailing list.

7.23.2 All State departments being advised not to do business with the supplier without written approval from State Purchasing until such time as supplier reimburses the department for all reprourement and cover costs.

7.24 Legal Requirements

Applicable provision of all Federal, State, county and local laws, and all ordinances, rules, and regulations shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the State of Florida, by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

7.25 Price Adjustments

Any price decrease effectuated during the contract period by reason of market change or special sales offered to other customers shall be passed on to the Department. This shall also apply to all in-place equipment on a rent or lease plan. Price increases are not accepted, unless otherwise stated in this solicitation.

7.26 Facilities

The State reserves the right to inspect the bidder's facilities at any reasonable time with prior notice.

7.27 Addition/Deletion of Items

The Department reserves the right to add to or delete any item from this bid or resulting contract when deemed to be in the state's best interest.

7.28 State Initiatives

7.28.1 Diversity in Contracting

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.

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.

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/.

Diversity in Contracting documentation shall be submitted to the Contract Administrator if applicable, and should identify any participation by diverse contractors and suppliers as prime contractors, sub-contractors, vendors, resellers, distributors, or such other participation as the parties may agree. Diversity in Contracting documentation shall include the timely reporting of spending with certified and other minority/service-disabled veteran business enterprises. Such reports must be submitted at least monthly and include the period covered, the name, minority code and Federal Employer Identification Number of each minority/service-disabled veteran vendor utilized during the period, commodities and services provided by the minority/service-disabled veteran business enterprise, and the amount paid to each minority/service-disabled veteran vendor on behalf of each purchasing agency ordering under the terms of this contract.

7.28.2 Environmental Considerations

The State supports and encourages initiatives to protect and preserve our environment. If applicable, the Contractor shall submit a plan to support the procurement of products and materials with recycled content, and the intent of Section 287.045, Florida Statutes. The Contractor shall also provide a plan, if applicable, for reducing and or handling of any hazardous waste generated by Contractor's company. Reference Rule 62-730.160, Florida Administrative Code. It is a requirement of the Florida Department of Environmental Protection that a generator of hazardous waste materials that exceeds a certain threshold must have a valid and current Hazardous Waste Generator Identification Number. This identification number shall be submitted as part of Contractor's explanation of its company's hazardous waste plan and shall explain in detail its handling and disposal of this waste.

7.29 Subcontracts

The successful bidder is fully responsible for all work performed under the Contract resulting from this ITB. No subcontract, which the successful bidder enters into with respect to performance of any of its functions under the Contract, shall in any way relieve the successful bidder of any responsibility for the performance of its duties. All subcontractors, regardless of function, providing services on Department property, shall comply with the Department's security requirements, as defined by the Department, including background checks, and all other Contract requirements. All payments to subcontractors shall be made by the Contractor.

If a subcontractor is utilized by the successful bidder, the successful bidder shall pay the subcontractor within seven (7) working days after receipt of full or partial payments from the Department, in accordance with Section 287.0585, Florida Statutes. It is understood and agreed that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the successful bidder shall be solely liable to the subcontractor for all expenses and liabilities under the Contract resulting from this ITB. Failure by the successful bidder to pay the subcontractor within seven (7) working days will result in a penalty to be paid by the successful bidder to the subcontractor in the amount of one-half (½) of one percent (1%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

7.30 Substitution of Key Personnel

In the event the successful bidder desires to substitute any key personnel submitted with his/her bid, either permanently or temporarily, the Department shall have the right to approve or disapprove the desired personnel change in advance in writing.

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ATTACHMENT 1 – PURCHASE ORDER TERMS AND CONDITIONS
ITB #DC ITB-13-006

STATE OF FLORIDA, DEPARTMENT OF CORRECTIONS
PURCHASE ORDER TERMS AND CONDITIONS
Rev. July 2013

For good and valuable consideration, received and acknowledged sufficient, the parties agree to the following in addition to the terms and conditions expressed in the MyFloridaMarketPlace (MFMP) purchase order. By accepting this electronic purchase order, the vendor agrees to be bound by these conditions and instructions.

1. Vendor is an independent contractor for all purposes hereof.
2. The laws of the State of Florida shall govern this purchase order and venue for any legal actions arising herefrom shall be Leon County, Florida.
3. Vendor agrees to obtain and maintain during the Purchase Order term, commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Purchase Order. This insurance may include but not limited to Liability Insurance, Errors and Omissions Insurance and Workers Compensation Insurance.
4. Vendor will comply, as required, with the Health Insurance Portability and Accountability Act (42 USC & 210, et seq.) and regulations promulgated thereunder (45 CFR Parts 160, 162, and 164). Health Information Technology for Economic and Clinical Health Act (HITECH), 42 U.S.C. 17935, 17921 and 17931 ET SEQ, and section 945.10, F.S.
5. Vendor shall maintain confidentiality of all data, files, and records related to the services/commodities provided pursuant to this purchase order that are confidential or exempt from disclosure pursuant to Florida or Federal laws. Vendor shall comply with all State and Federal laws, and Department of Correction's Procedures 102.004, 102.006, 102.008 and 401.006. A copy of these procedures will be made available upon request. Vendor shall also comply with any applicable professional standards of practice with respect to confidentiality of information.
6. Vendor agrees to indemnify, defend, and hold the State of Florida, its officers, employees and agents harmless, to the full extent allowed by law, from all fines, claims, assessments, suits, judgments, or damages, consequential or otherwise. This will include court costs and attorneys' fees, arising out of any acts, actions, breaches, neglect or omissions of Vendor, its employees and agents, related to this purchase order, as well as for any determination arising out of or related to this purchase order, that the Vendor or Vendor's employees, agents, subcontractors, assignees or delagees are not independent contractors in relation to the Department of Correction. This purchase order does not constitute a waiver of sovereign immunity or consent by the Department or the State of Florida or its subdivisions to suit by third parties in any matter arising herefrom.
7. All patents, copyrights, and trademarks arising, developed or created in the course or as a result hereof are Department of Correction's property, and nothing resulting from Vendor's services or provided by the Department to Vendor may be reproduced, distributed, licensed sold or otherwise transferred without prior written permission of the Department. This paragraph does not apply to the Department's purchase of a license for Vendor's intellectual property.
8. If this purchase order is for personal services, the Vendor's staff assigned to this Contract shall be subject, at the Department's discretion and expense, to a Florida Department of Law Enforcement (FDLE) Florida Crime Information Center/National Crime Information Center (FCIC/NCIC) background/criminal records check. This background check will be conducted by the Department and may occur or re-occur at any time during the Contract period. The Department has full discretion to require the Vendor to disqualify, prevent, or remove any staff from any work under the Contract. The use of criminal history records and information derived from such records checks are restricted pursuant to Section 943.054, F.S. The Department shall not disclose any information regarding the records check findings or criteria for disqualification or removal to the Vendor. The Department shall not confirm to the Vendor the existence or nonexistence of any criminal history record information. In order to carry out this records check, the Vendor shall provide the following data for any individual of the Vendor or Vendor's staff assigned to the Contract: Full name, Social Security Number, Race, Sex, Date of Birth, Driver's License Number and State of Issue. If requested, the Vendor's staff shall submit to fingerprinting by the Department of Corrections for the background checks.
9. Section 287.057(17)(c), Florida Statutes, provides, "A person who receives a contract that has not been procured pursuant to subsections (1)-(3) to perform a feasibility study of the potential implementation of a subsequent contract, who participates in the drafting of a solicitation or who develops a program for future implementation, is not eligible to contract with the agency for any other contracts dealing with that specific subject matter, and any firm in which such person has any interest is not eligible to receive such contract. However, this prohibition does not prevent a vendor who responds to a request for information from being eligible to contract with an agency." The Department of Corrections considers participation through

decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, or auditing or any other advisory capacity to constitute participation in drafting of the solicitation.

10. **TERMINATION:** This purchase order agreement 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. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

In the event funds to finance this purchase order agreement become unavailable, the Department may terminate the agreement upon no less than twenty-four (24) hours notice in writing to the provider. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The Department shall be the final authority as to the availability of funds. If any breach of the terms and conditions of the Department's purchase order or any of its incorporated documents occurs by the successful bidder, and unless the provider's breach is waived by the Department in writing, the Department may, by written notice to the provider, terminate this purchase order agreement upon no less than twenty-four (24) hours notice. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. If applicable, the Department may employ the default provisions in Chapter 60A-1.006, Florida Administrative Code. Waiver of breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be constructed to be a modification of the terms of this agreement. The provisions herein do not limit the Department's right to remedies at law or to damages.

11. The terms of this purchase order will supersede the terms of any and all prior or subsequent agreements you may have with the Department with respect to this purchase. Accordingly, in the event of any conflict, the terms of this purchase order shall govern.
12. As required by State of Florida Executive Order Number 11-116, the Contractor identified in this Contract is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify employment eligibility of: all persons employed during the contract term by the Contractor to perform employment duties pursuant to the Contract, within Florida; and all persons, including subcontractors, assigned by the Contractor to perform work pursuant to the Contract with the Department. (<http://www.uscis.gov/e-verify>) Additionally, the Contractor shall include a provision in all subcontracts that requires all subcontractors to utilize the U.S. Department of Homeland Security's E-Verify system to verify employment eligibility of: all persons employed during the contract term by the Contractor to perform work or provide services pursuant to this Contract with the Department.
13. The employment of unauthorized aliens by any contractor is considered a violation of Section 274A(E) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this purchase order.
14. No Contractors or any personnel assigned to provide commodities or services, as specified by this purchase order, may be a convicted felon or have relatives either confined by or under supervision of the Department, unless an exception is granted by the Department prior to the rendering of services or commodities.
15. **Prison Rape Elimination Act (PREA)** The Florida Department of Corrections (FDOC) is responsible for protecting the rights of inmates and offenders placed under the Department's custody and supervision. This includes providing inmates with a safe environment, free from sexual abuse, sexual battery and sexual harassment. The Department has established a zero tolerance policy (602.053) for all forms of sexual abuse, sexual battery and sexual harassment, pursuant to the Prison Rape Elimination Act of 2003. Zero-tolerance applies not only to incidents between inmates, but also to incidents involving staff members, contractors, sub-contractors and volunteers. The policy also encompasses an inmate, staff or volunteer's right to be free from retaliation if they report an incident or participate in an investigation.

All staff members, contractors, sub-contractors and volunteers are required by law to report any knowledge, suspicion, or information regarding an incident of sexual abuse, sexual battery or sexual harassment immediately.

16. The Contractor agrees to: (a) keep and maintain public records that would ordinarily and necessarily be required by the Department to perform the contracted services; (b) allow public access to records in accordance with the provisions of Chapter 119 and 945.10, Florida Statutes; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; (d) meet all requirements for retaining public records and transfer to the Department, at no cost, all public records in the Contractor's possession upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Department in a format that is compatible with the Department's information technology systems. The Contractor's failure to comply with this provision shall constitute sufficient cause for termination of this Contract."

ATTACHMENT 2 – SPECIFICATIONS
ITB #DC ITB-13-006

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

- A. Pre-fabricated light gauge metal trusses, including planar structural unit members that are fabricated from light gauge metal, and have been cut and assembled prior to delivery to the job site.
- B. Types of pre-fabricated, light gauge, metal trusses include, but are not limited to, the following:
 - 1. Hip trusses;
 - 2. Jack trusses; and
 - 3. Double-pitched, flat-bottom, with overhang extensions as appropriate.
- C. Engineered trusses shall meet the wind load requirement for each location if the wind load requirement is greater than specified.

1.2 QUALITY ASSURANCE

- A Fabricator Qualifications: Fabrication shall be performed in a quality controlled manufacturing environment. The fabricator must have experience with fabricating cold-formed steel trusses equal in material, design, and scope, to the trusses required for this project.

1.3 SUBMITTALS

- A. Product Data: Submit fabricator's technical data covering metal, hardware, and fabrication process.
- B. Certification: Submit certificate, signed by an officer of a fabricating firm, indicating that the trusses that are to be supplied for this project are in compliance with the indicated requirements.
- C. Shop Drawings: Submit shop drawings showing species, pitch, span, camber, configuration, and spacing for **each type** of truss that is required; also include the type, size, material, finish, design value, and the location of the metal connector plates, bearing, and anchorage details.
 - 1. If the engineering design considerations are indicated as being the fabricator's responsibility, submit design analysis and test reports indicating loading, section modulus, assumed allowable stress, stress diagrams and calculations, and similar information needed for an analysis and to ensure that trusses comply with all requirements.
 - 2. Shop drawings for trusses shall be signed and sealed by a Florida Registered Engineer. The seal shall be an embossed-type seal. Copied stamps are not acceptable.
 - 3. Place drawings shall consist of a drawing showing the roof plan with the placement of the trusses superimposed over it. Truss overhang shall be as per appropriate drawings.
 - 4. Submit four (4) embossed sealed copies of shop drawings to the Project Administrator listed below, within three (3) weeks after receipt of a Purchase Order, showing fabrication and place drawings. Submit to:

Construction Projects Consultant II
Department of Corrections
4070 Esplanade way
Tallahassee, Florida 32399
Telephone: (850) 717-3905
Fax: (850) 922-0027

1.4 DELIVERY, STORAGE AND HANDLING

- A. Materials shall be delivered in the manufacturer's unopened containers or bundles, fully identified by name, brand, type, and grade. Exercise care to avoid any damage during the unloading process.
- B. Store trusses on blocking pallets, platforms or other supports off the ground, and in an upright position, sufficiently braced, to avoid any damage from excessive bending.
- C. Protect trusses and accessories from corrosion, deformation, damage, and deterioration. Keep trusses free of dirt and other foreign matter. Handle and store the trusses with care, and in accordance with manufacturer's instructions and TPI recommendations to avoid damage from bending, overturning, or other cause for which the truss is not designed to resist or endure.
- D. All materials shall be delivered, unloaded, and stacked as directed by the Department's staff.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. For all chord and web members: Fabricate components of structural quality steel sheet, per ASTM A653 with minimum yield strength of 50,000 psi.
- B. Bracing, bridging, and blocking members: Fabricate components of commercial quality steel sheet, per ASTM A653, with minimum yield strength of 33,000 psi.
- C. Finish: Provide components with protective zinc coating complying with ASTM A653 with a minimum G60 coating.

2.2 FABRICATION

- A. Factory fabricated cold-formed steel trusses, plumb, square, true to line, and the connections securely fastened, according to manufacturer's recommendations and the requirements of this section.
 - 1. Fabricate truss assemblies in jig templates.
 - 2. Cut truss members by sawing, shearing or plasma cutting.
 - 3. Fasten cold-formed, steel truss members by screw fastening, or other methods as standard with fabricators.
 - a. Locate mechanical fasteners and install according to cold- formed steel truss components manufacturer's instructions, and with the screw penetrating joined members by not less than three (3) exposed screw threads.
- B. Care shall be exercised, during the handling and the delivery of materials. Brace, block, or reinforce truss, as necessary, to minimize member and connection stresses. Refer to LGSEA "Field Installation Guide".
- C. Fabrication Tolerances: Fabricate trusses to a maximum, allowable, tolerance variation from plumb, level, and true to line of 1/8 inch in 10 feet (1:960) and as follows:
 - 1. Squareness: Fabricate each cold-formed steel truss to a maximum out-of-square tolerance of 1/8 inch (3mm).

PART 3 - EXECUTION

3.1 INSTALLATION

- A. The Department shall perform installation.

ATTACHMENT 3 – COST INFORMATION SHEET
ITB #DC ITB-13-006

BID NO.: #DC ITB-13-006

FOB: Central Florida Reception Center
7000 HC Kelly Road
Orlando, Florida 32813-2518

ITEM 1 **LIGHT GAUGE METAL ROOF TRUSSES (DORM A)**

1 Lot Furnish only, pre-fabricated, pre-engineered, light gauge metal roof trusses for Dorm A at Central Florida Reception Center per the plans and specifications prepared by the Department of Corrections. To include all bracing and bent metal blocking required for installation.

TOTAL PRICE ITEM #1: \$ _____

FOR COMMODITIES:
DELIVERY WILL BE MADE WITHIN _____ DAYS AFTER RECEIPT OF ORDER. (If Section 3.2 of this bid indicates a specific number of days required for delivery, then the number of days you insert here may be less than those required, but cannot be more.)

NAME OF BIDDER

FEID#

SIGNATURE OF AUTHORIZED REPRESENTATIVE

DATE