



FLORIDA DEPARTMENT OF CORRECTIONS

Bureau of Procurement

INVITATION TO BID (ITB)

FOR

Windows at Jefferson Correctional Institution

FDC ITB-20-049

**RELEASED ON
APRIL 7, 2020**

By the:

**Florida Department of Corrections
Office of Financial Management
Bureau of Procurement
501 S. Calhoun Street
Tallahassee, FL 32399-2500
(850) 717-3700**

**Procurement Officer
Stephanie Bergozza**

purchasing@fdc.myflorida.com

Table of Contents

TIMELINE	5
SECTION 1.0 INTRODUCTORY MATERIALS	6
1.1 Statement of Purpose	6
1.2 Conflicts and Order(s) of Precedence	6
1.3 Definitions	6
SECTION 2.0 SCOPE OF WORK	7
2.1 Specifications	7
2.2 Estimated Quantities	10
2.3 Substitutions	10
2.4 Minimum Order	11
2.5 Damaged Commodities and Warranty	11
2.6 Financial Consequences	12
SECTION 3.0 NON-TECHNICAL SPECIFICATIONS	13
3.1 Delivery	13
3.2 Records and Documentation	13
3.3 Purchasing Card (PCard) Program	14
3.4 Vendor Ombudsman	14
3.5 Payment and Invoicing	14
SECTION 4.0 PROCUREMENT RULES AND INFORMATION	14
4.1 General Instructions to Respondents (PUR 1001)	14
4.2 Bidder Inquiries	14
4.3 Cost of Bid Preparation	15
4.4 Instructions for Bid Submittal	15
4.5 Price Page	15
4.6 Mandatory Responsiveness Requirements	16
4.7 Disclosure of Bid Submittal Contents	16
4.8 Bid Opening	16
4.9 Bid Evaluation	16
4.10 Florida Preference	17
4.11 Basis of Award	17
4.12 Disposal of Bids	17

4.13	Bid Rules for Withdrawal	17
4.14	Addenda	17
4.15	Verbal Instruction Procedure/Discussions	18
4.16	No Prior Involvement and Conflict of Interest	18
4.17	State Licensing Requirements	18
4.18	MyFloridaMarketPlace (MFMP)	19
4.19	Confidential, Proprietary, or Trade Secret Material	19
4.20	E-Verify	19
4.21	Vendor Substitute W-9	20
4.22	Scrutinized Companies Certification	20
4.23	Identical Tie Bids	20
4.24	Rejection of Bids	20
4.25	Inspector General	20
4.26	Protest Procedures	21
4.27	Cooperation with the Florida Senate and the Florida House of Representatives	21
SECTION 5.0 SPECIAL CONDITIONS		22
5.1	General Contract Conditions (PUR 1000)	22
5.2	Modifications after Contract Execution	22
5.3	State Initiatives	22
5.4	Subcontracts	23
5.5	Copyrights, Right to Data, Patents, and Royalties	24
5.6	Independent Contractor Status	24
5.7	Assignment	25
5.8	Severability	25
5.9	Use of Funds for Lobbying Prohibited	25
5.10	Employment of Department Personnel	25
5.11	Legal Requirements	25
5.12	Insurance	25
5.13	Annual Appropriation	26
5.14	Tax Exemption	26
5.15	Prison Rape Elimination Act (PREA)	26
Attachment I – Price Page		27
Attachment II – Bidder’s Contact Information and Certification		28

Attachment III – Certification of Drug-Free Workplace Program..... 29

TIMELINE
FDC ITB-20-049

EVENT	DATE/TIME	LOCATION
Release of ITB	April 7, 2020	Vendor Bid System http://www.myflorida.com/apps/vbs
Last day for written Inquiries and requests for equivalent brands of window glazing to be received by the Department	April 14, 2020 By 5:00 p.m., Eastern Time	Submit to: Florida Department of Corrections Stephanie Bergozza, Procurement Officer Email: purchasing@fdc.myflorida.com
Anticipated Posting of Written Responses to Written Inquiries	April 21, 2020	Vendor Bid System; http://www.myflorida.com/apps/vbs
Sealed Bids Due and Opened	May 1, 2020 2:00 p.m., Eastern Time	Submit to: Florida Department of Corrections Stephanie Bergozza, Procurement Officer 501 South Calhoun Street Tallahassee, Florida 32399-2500 Pursuant to Executive Order 20-52 and in response to the COVID-19 pandemic, visitors are not permitted to attend the bid opening in person. Bidders may attend the bid opening remotely via teleconference. Conference Call Number: (888) 585-9008 Conference Room Number: 701-874-802
Anticipated Posting of Recommended Award	May 11, 2020	Vendor Bid System; http://www.myflorida.com/apps/vbs

SECTION 1.0 INTRODUCTORY MATERIALS

1.1 Statement of Purpose

The purpose of this Invitation to Bid (ITB) is to secure Responsive Bids, from Responsible Bidders, to provide aluminum windows, that meet or exceed performance requirements indicated in this ITB, for Jefferson Correctional Institution (CI) located at 1050 Big Joe Road, Monticello, Florida 32344. The successful Bidder shall furnish only the products specified. Installation is not required. The Department will issue a Purchase Order (PO) to the awarded Bidder upon award of this solicitation.

1.2 Conflicts and Order(s) of Precedence

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

- 1) Addenda, in reverse order of issuance;
- 2) Invitation to Bid (ITB), including attachments;
- 3) General Contract Conditions (Form PUR 1000) (Section 5.1); then
- 4) General Instructions to Respondents (Form PUR 1001) (Section 4.1)

1.3 Definitions

The terms used in this ITB, unless the context otherwise clearly requires a different construction and interpretation, have the following meanings:

- a. **Aluminum Association (AA)**: A trade association for aluminum production, fabrication, and recycling industries, and their suppliers.
- b. **American Architectural Manufacturers Association (AAMA)**: A nationally recognized accrediting source for structural design performance of windows and doors.
- c. **American Standard Test Method (ASTM) E 1886 & 1996**: The standard test method for the performance of exterior windows.
- d. **Bid**: A Bidder's response to this ITB, which the Bidder shall submit on approved forms.
- e. **Canadian Standard Association (CSA)**: The leading global standards organization dedicated to safety, social good, and sustainability. The CSA registered mark shows that a product has been independently tested and certified to meet recognized standards for safety and performance.
- f. **Contract**: The Purchase Order (PO) issued to the awarded Bidder as a result of this ITB.
- g. **Day**: A calendar day, unless otherwise noted.
- h. **Department (FDC)**: The Florida Department of Corrections.
- i. **Mandatory Responsiveness Requirements**: Terms, conditions, and requirements that must be met by the Bidder to be considered responsive to this solicitation.

- j. **Material Deviation(s)**: A deviation which, in the Department's sole discretion, is not in substantial accord with the ITB's requirements, provides a substantial competitive 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.
- k. **Minor Irregularity**: A variation from the ITB terms and conditions which does not give the Bidder a substantial competitive advantage or benefit not enjoyed by other Bidders, and not adversely impact the interests of the Department.
- l. **National Association of Architectural Metal Manufacturers (NAAMM)**: The Chicago-based trade association representing manufacturers of a wide range of metal products used in commercial and industrial building construction.
- m. **PCard**: The State of Florida's purchasing card program which utilizes the Visa platform.
- n. **Responsible Bidder**: A Bidder who can fully perform all aspects of the Contract requirements, and the integrity and reliability to ensure good faith performance.
- o. **Responsive Bid**: A Bid submitted by a Responsible Bidder that conforms to all material aspects of this ITB.
- p. **Screen Manufacturers Association (SMA)**: The association overseeing sound business conditions for the screen industry, developing and upgrading screen standards, and informing and educating the public about the primary intent of screens.
- q. **Specifications**: The detailed conditions and requirements of the ITB and Contract, including technical specifications, and other descriptions of the work, as outlined in the ITB documents.
- r. **Subcontract**: An agreement between the Bidder and any other person, or organization, wherein that person or organization agrees to perform any contractual duties for the Bidder, specifically related to securing, or fulfilling, the Bidder's obligations to the Department, under the terms of any Contract. The awarded Bidder is not relieved of its duties under the Contract when it enters a Subcontract.
- s. **Vendor or Bidder**: A legally qualified corporation, partnership, or other business entity that submits a Bid to the Department in response to this ITB.
- t. **Window and Door Manufacturers Association (WDMA)**: The association certifying products to ensure windows for this project meet the minimum rated design pressure requirements and all standard performance, material, and component requirements.

SECTION 2.0 SCOPE OF WORK

2.1 Specifications

The awarded Bidder shall provide aluminum windows that meet or exceed performance requirements indicated in this ITB as specified below and in Attachment I, Price Page. This Section and Attachment I, Price Page, have the specifications for the items to be

provided under this ITB and PO. All commodities must be bid as specified. These items will be considered deliverables in the Contract.

2.1.1 Aluminum Windows

The Bidder shall provide aluminum windows that are fixed frame “uppers” with horizontal sliding lower. Frames and sashes shall have aluminum extrusions complying with the AAMA/WDMA/CSA 101/I.S.2/A440 standard.

All windows must have fabricated frames, sashes, and muntins with an integral, concealed, low-conductance thermal barrier located between exterior materials, and window members exposed on interior side in a manner that eliminates direct metal-to-metal contact. The sliding unit shall be held within the window frame by Torx and Peg head fasteners that can be removed to allow removal of the frame for cleaning.

Window glazing shall be clear 1/4-inch, mar-resistant polycarbonate held in with extruded aluminum glazing bead. Approved brands include Makrolon and Lexan. Equivalent brands will require approval by the Department by providing specification documents by the last day for written inquiries noted in the Timeline. The Department will provide a response by the date for Written Responses to Written Inquiries noted in the Timeline.

The Bidder shall provide the manufacturer’s standard hardware fabricated from aluminum, stainless steel, carbon steel complying with the AAMA 907 standard, or other corrosion-resistant material compatible with adjacent materials designed to smoothly operate, tightly close, securely lock windows, and sized to accommodate sash weight and dimensions. Exposed hardware color and finish shall be the manufacturer’s standard.

Window hardware shall include the manufacturer’s standard of dimensions and profile indicated for sill cap and track, designed to comply with performance requirements indicated, and to drain to the exterior.

Locks and latches shall allow unobstructed movement of the sash across adjacent sashes in the direction indicated and operate from the inside only. Roller assemblies shall have low-friction design.

The Bidder shall provide full-perimeter weather stripping for each operable sash unless otherwise indicated.

Window fasteners used in the manufacturing process shall be stainless steel, noncorrosive, and match the finish of the hardware. Screws and fasteners shall be Torx and Peg head compatible with window members, trim, hardware, anchors, and other components. Screws and fasteners shall be exposed to the least extent possible.

The Bidder shall also provide the following accessories:

- 1) Subsills: Extruded aluminum;
- 2) Interior Trim: Extruded aluminum; and
- 3) Panning Trim: Extruded aluminum.

2.1.2 Aluminum Finishes

The Bidder shall provide:

- 1) Aluminum finishes prefixed by AA and complying with the system established by the Aluminum Association for designating aluminum finishes.
- 2) Standard Factory Natural Mill Finish.

2.1.3 Screens

The Bidder shall provide fabricated security screens for horizontal sliding sashes to integrate with the window frame. Screens shall be provided for each operable exterior sash, made from stainless steel wire fabric, 0.028-inch diameter. Screen wickets are not permitted.

Aluminum frames shall be the manufacturer's standard aluminum alloy complying with the SMA 1004 or SMA 1201 standard. All fabricated frames shall have mitered or coped joints or corner extrusions, concealed fasteners, and removeable PVC spline/anchor concealing edge of frame. Tubular framing sections and cross braces shall be roll formed from aluminum sheets.

2.1.4 Fabrication

The Bidder shall:

- 1) Fabricate aluminum windows in sizes indicated and include a complete system for assembling components and anchoring windows.
- 2) Glaze aluminum windows in the factory.
- 3) Weather strip each operable sash to provide weathertight installation.
- 4) Provide weep holes and internal passages to conduct infiltrating water to exterior.
- 5) Provide water-shed members above side-hinged sashes and similar lines of natural water penetration.
- 6) Complete fabrication, assembly, finishing, hardware application, and other work in the factory to greatest extent possible and disassemble components only as necessary for shipment and installation.

2.1.5 Window Performance Requirements

The Bidder shall provide aluminum windows that comply with AAMA/WDMA/CSA 101/I.S.2/A440 for definitions and minimum standards of performance, materials, components, accessories, and fabrication unless more stringent requirements are indicated. Aluminum windows shall include the AMMA certification with the certification label attached to each window. The performance class and grade of each aluminum window shall be AAMA rated HC 50.

The Bidder shall provide aluminum windows, including anchorage, that allow for thermal movements resulting from the following maximum change (range) in ambient and surface temperatures by preventing buckling, opening/separation of joints, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Engineering calculations shall be based on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.

Temperature change: 100 degrees Fahrenheit (67 degrees Celsius), ambient; 125 degrees Fahrenheit (100 degrees Celsius) material surfaces.

The Bidder shall provide aluminum windows capable of resisting impact from windborne debris based on testing glazed windows identical to those specified, according to ASTM E 1886, testing information in ASTM E 1996, and requirements of authorities having jurisdiction.

2.1.6 Action Submittals

The Bidder shall provide product data for each product included in this ITB. Data shall contain construction details, material descriptions, glazing methods, fabrication methods, dimensions and profiles of individual components, hardware, and finishes for aluminum windows.

The Bidder shall provide shop drawings including plans, elevations, sections, hardware, accessories, insect screens, operational clearance, and details of installation, including anchor, flashing, and sealant installation. The awarded Bidder shall provide submittals and shop drawings to the Department within 14 days PO issuance.

2.1.7 Informational Submittals

The Bidder shall provide a product test report for each type of aluminum window for tests performed by a qualified testing agency, or a letter from a Structural Engineer, licensed in the State of Florida, certifying the product meets all building codes and standards. The awarded Bidder shall provide product test reports to the Department within 14 days of PO issuance.

2.1.8 Quality Assurance

The Bidder shall provide and/or build mockup(s) of a typical window to demonstrate aesthetic effects and set quality standards for materials. Approval of the mockup(s) does not constitute approval of deviations from the Contract documents contained in mockups unless the Department specifically approves such deviations in writing.

2.1.9 General Finish Requirements

The Bidder shall comply with NAAMM's "Metal Finishes Manual" for recommendations for applying and designating finishes. Mechanical finishes shall be protected on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.

2.2 Estimated Quantities

Quantities listed are given only as a guideline for preparing a Bid and awarding a Contract and should not be construed as representing actual quantities to be purchased.

2.3 Substitutions

The Bidder will be required to provide only the commodities awarded. Substituted items delivered or provided to the Department without prior approval by the Department's

Contract Manager, or designee, are prohibited, may be returned at the Bidder's expense, and may lead to termination of the Contract.

In the event the commodity specified can no longer be provided, for reasons beyond the Bidder's control (i.e., product discontinuance), the Bidder shall provide an alternate product request to the Department's Contract Manager, or designee. The alternate product must meet or exceed all terms, conditions, and requirements applicable to the product that was originally specified. A product sample may be required for review by the Department before acceptance.

2.4 Minimum Order

There is no minimum order. All commodities sought are outlined in Attachment I, Price Page.

2.5 Damaged Commodities and Warranty

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

- 1) Record any evidence of visible damage on all copies of the delivery carrier's Bill of Lading.
- 2) Report damage (visible or concealed) to the carrier and Bidder, confirming such reports, in writing, within 15 days of delivery, requesting that the carrier inspect the damaged merchandise.
- 3) Retain the item and its shipping container, including inner packing material, if applicable, until inspections are performed by the carrier and disposition given by the Bidder.
- 4) Provide the Bidder with a copy of the carrier's Bill of Lading and Damage Inspection Report.

The Bidder shall guarantee the proper functionality of all commodities purchased against manufacturing or design defects. Such defects will be cured promptly by the Bidder after notification by the Department. The Department shall incur no costs related to the curing of defective commodities

2.5.2 The Bidder shall provide a manufacturer's warranty to provide repair or replacement of aluminum windows that fail in materials or workmanship if the window does not meet the performance requirements, within the specified warranty period.

Failures in material include, but are not limited to, the following:

- 1) Failure to meet performance requirements;
- 2) Structural failures including excessive deflection, water leakage, condensation, and air filtration;
- 3) Faulty operation of moveable sash and hardware; and
- 4) Deterioration of materials and finishes beyond normal weathering.

Warranty Period:

- 1) Windows: 10 years from the date of delivery.
- 2) Glazing Units: Five (5) years from the date of delivery.
- 3) Aluminum Finish: 10 years from the date of delivery.

2.6 Financial Consequences

The Department desires to contract with a Bidder who clearly demonstrates its willingness to be held accountable for the achievement of successful Contract performance upon execution of the Contract. The Bidder agrees it will be assessed a reasonable amount of financial consequences, in accordance with Florida Statute, which are not intended to be a penalty, and are solely intended to incentivize performance under the Contract. Accordingly, and unless otherwise stated in this ITB, financial consequences shall be assessed of \$100 per calendar day for each day the Bidder fails to deliver commodities, after the time allowed by the purchase order, subject to the force majeure provisions of the Contract.

Nothing in this section shall be construed to make the Bidder liable for delays that are beyond their reasonable control. The Department's Contract Manager, or designee, shall determine as to what the term "reasonable" will mean in the context of any delay. Nothing in this section shall limit the Department's right to pursue other remedies at equity or law if damages occur.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

SECTION 3.0 NON-TECHNICAL SPECIFICATIONS

3.1 Delivery

Product(s) shall be shipped as Free on Board (FOB) and arrive within 45 calendar days of PO issuance unless a different time is mutually agreed upon by the Contract parties and documented in the subject PO. Deliveries must be made between 8:30 a.m. and 4:00 p.m., local time, Monday through Friday, excluding State holidays, unless otherwise stated herein or in the Contract. The Bidder shall be solely responsible for the shipment until delivery at the designated facility.

3.2 Records and Documentation

To the extent that information is utilized in the performance of the Contract or generated as a result of it, and to the extent that information meets the definition of "public record," as defined in Section 119.011(12), F.S., said information is recognized by the Bidder to be a public record and, absent a provision of law or administrative rule or regulation requiring otherwise, shall be made available for inspection and copying by any person upon request as provided in Chapter 119, F.S. The Bidder agrees to (a) keep and maintain public records required by the Department in order to perform the service; (b) upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law; (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 for the duration of the Contract term, and following completion of the Contract if the Bidder does not transfer the records to the Department; and (d) upon completion of the Contract, transfer, at no cost, to the Department all public records in possession of the Bidder or keep and maintain public records required by the Department to perform the service. If the Bidder transfers all public records to the Department upon completion of the Contract term, then the Bidder shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Bidder keeps and maintains public records upon completion of the Contract, the Bidder shall meet all applicable requirements for retaining public records.

All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department. Unless a greater retention period is required by State or federal law, all documents pertaining to the program contemplated by this ITB shall be retained by the Bidder for a period of five (5) years after the termination of the Contract or longer as may be required by any renewal or extension of the Contract. According to Section 287.058(1)(c), F.S., the Department is allowed to unilaterally cancel the Contract for refusal by the Bidder to allow public access to all documents, papers, letters, or other material made or received by the Bidder in conjunction with the Contract unless the records are exempt from Section 24(a) of Art. I of the State Constitution and Sections 119.07(1) and 119.071, F.S.

The Bidder further agrees to hold the Department harmless from any claim or damage including reasonable attorney's fees and costs or from any fine or penalty imposed as a result of failure to comply with the public records law or improper disclosure of confidential information and promises to defend the Department against the same at its expense.

3.3 Purchasing Card (PCard) Program

The State of Florida has implemented the use of a PCard using the Visa platform. Upon mutual agreement of the Department and Bidder, the Bidder will receive payments via the PCard in the same manner as other Visa purchases. To find out more about the State's purchasing card program, a Bidder may visit: www.dms.myflorida.com.

3.4 Vendor Ombudsman

A Vendor Ombudsman has been established within the Florida Department of Financial Services. The duties of this office 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 Florida Department of Financial Services at (850) 413-5516 or toll-free at 800-342-2762.

3.5 Payment and Invoicing

Pricing for the Contract will be at a fixed-rate. The Department will compensate the awarded Bidder for the delivery of commodities, as specified in Attachment I, Price Page. All charges must be billed in arrears, in accordance with Section 215.422, F.S. The Bidder must include any and all supporting documentation, as well as its name, mailing address, tax identification (ID) number/FEIN, PO number, and items provided.

SECTION 4.0 PROCUREMENT RULES AND INFORMATION

4.1 General Instructions to Respondents (PUR 1001)

The General Instructions to Respondents are outlined in form PUR 1001 and are incorporated in this ITB by reference. The PUR 1001 is available as a downloadable document at <http://dms.myflorida.com/content/download/2934/11780>. Any terms and conditions set forth within this ITB document shall supersede any and all conflicting terms and conditions set forth within form PUR 1001. There is no need to return this document with the Bid response.

4.2 Bidder Inquiries

Questions related to this ITB, and requests to approve equivalent window glazing brands, must be received in writing, via email, by the Procurement Officer listed below, within the time indicated in the Timeline. Oral inquiries, or those submitted after the period specified in the Timeline, will not be acknowledged.

Responses to written questions will be posted on the Vendor Bid System (VBS) on or about the date referenced in the Timeline. The VBS is located at <http://www.myflorida.com/apps/vbs>.

Stephanie Bergozza, Procurement Officer
Bureau of Procurement
Florida Department of Corrections
501 South Calhoun Street
Tallahassee, FL 32399-2500
Telephone: (850) 717-3700
Email: Purchasing@fdc.myflorida.com

Between the release of the solicitation, and the end of the 72-hour period following posting of notice of intention to award (72-hour period excludes Saturdays, Sundays, and State holidays), Bidders responding to this solicitation, or persons acting on their behalf, may not contact any employee, or officer, of the executive, or legislative branches of government, concerning any aspect of this solicitation, except in writing to the Procurement Officer as provided in this solicitation. Violation of this provision may be grounds for rejecting a response, as per Section 287.057(23), F. S.

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

4.3 Cost of Bid Preparation

Neither the Department nor the State of Florida is liable for any costs incurred by a Bidder in response to this ITB.

4.4 Instructions for Bid Submittal

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 discouraged. The emphasis in each Bid must be on completeness and clarity of content. To expedite the review of Bids, Bidders must adhere to the following:

- 1) Bids may be sent by U.S. Mail, Courier, Overnight, or hand delivered to the location indicated in the Timeline. Electronic submission of bids will not be accepted for the ITB.
- 2) All Bids must be submitted in a sealed envelope/package with the relevant ITB number and the date and time of the Bid opening marked clearly on the outside of the envelope/package.
- 3) It is the Bidder's responsibility to ensure its Bid submitted is delivered to the proper place and time, as stipulated in the Timeline. The Department's clocks will stamp Bids when received and provide the official time for Bid opening.
- 4) Late Bids will not be accepted and will not be opened.
- 5) A Bidder shall submit one (1) original Bid in paper format, and one (1) electronic copy in searchable PDF format on a CD/DVD or flash drive (not password protected). The electronic copy must contain the entire Bid, as submitted, including all supporting and signed documents. If the Bidder chooses to submit a redacted copy of their Bid, as outlined in Section 4.19, the Bidder should submit one (1) redacted hard copy and one (1) redacted electronic copy, in searchable PDF format (in addition to the non-redacted version), on a CD/DVD or flash drive (not password protected).

4.5 Price Page

The Bidder shall complete, sign, date, and return Attachment I, Price Page. By submitting a Bid(s) in response to this ITB, each Bidder warrants its agreement to the

prices provided and will hold pricing as Bid throughout the Contract term. Bids should be submitted with the most favorable pricing terms the Bidder can offer the State. Any modifications, qualifications, counteroffers, deviations, or challenges will not be accepted and may render a Bid non-responsive.

Bids must be firm prices and be inclusive of all packaging, handling, shipping and delivery charges, environmental and fuel service fees, and any other relevant and related charges.

If a submitted Attachment I, Price Page includes inconsistencies, inaccuracies, or is incomplete, it may be rejected by the Department. All calculations will be reviewed and verified. The Department may correct mathematical errors; however, in the event of any miscalculation, unit prices shall prevail.

4.6 Mandatory Responsiveness Requirements

All Bidders must submit the following mandatory documentation with their Bid. Any Bid rejected for failure to meet Mandatory Responsiveness Requirements will not be reviewed further.

- 1) Price Page – Attachment I
- 2) **Florida Preference Letter, as outlined in Section 4.10**
- 3) Bidder's Contact Information and Certification – Attachment II
- 4) Certification of a Drug-Free Workplace Program form, if applicable – Attachment III

4.7 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 or returned. The Department shall have the right to use any or all ideas or adaptations of the ideas presented in any Bid. The selection or rejection of a Bid shall not affect this right.

4.8 Bid Opening

Bids are due and will be publicly opened at the time, date, and location specified in the Timeline. Bid responses received late (after the Bid opening date and time) will not be accepted nor considered, and modification by the Bidder of submitted Bids will not be allowed unless the Department has requested additional information. Department staff will not be held responsible for the inadvertent opening of a Bid response if it is not properly sealed, addressed, or identified. The name of all Bidders submitting Bids will be made available to interested parties upon written request to the Procurement Officer.

4.9 Bid Evaluation

Bids that do not meet the requirements specified in this ITB may be considered non-responsive. The Department reserves the right to accept or reject any and all Bids, or separable portions thereof, and to waive any Minor Irregularity, technicality, or omission(s) if the Department determines that doing so will serve its best interest(s). The Department may reject any Bid not submitted in the manner specified in this ITB. Material Deviations cannot be waived and shall be the basis for determining a Bid non-responsive. A Minor Irregularity will not result in a rejection of a Bid.

4.10 Florida Preference

In accordance with Section 287.084, F.S., a Vendor whose principal place of business is located outside of the State of Florida, must accompany their Bid response documents with a written letter from an attorney-at-law, licensed to practice law in the State where their principal place of business is located, describing the preferences granted by that State (if any) to its own business entities in the award of public contracts. The written document must identify either the preference granted or contain a statement specifying that no preferences are granted.

When the lowest Responsive Bid is submitted by a Responsible Bidder whose principal place of business is located outside the state of Florida, a five percent (5%) price preference shall be awarded to Bidders whose principal place of business is within the State of Florida, unless the State where the out-of-state Bidder is located provides a different 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 Bidder whose principal place of business is located in the State of Florida responding to this competitive solicitation.

A Vendor may submit questions regarding this requirement during the prescribed question and answer period noted in the Timeline.

4.11 Basis of Award

An award shall be made to the Responsible Bidder with the lowest Grand Total Price, as specified in Attachment I, Price Page. The Bidder is required to bid all items for their Bid to be considered responsive.

In the event the Bidder with the lowest Grand Total Price is found non-responsive, the Department may proceed to the next Responsible Bidder with the lowest Grand Total Price and continue the award process.

4.12 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, F.S.

4.13 Bid Rules for Withdrawal

A Bid may be withdrawn by submitting a written request for its withdrawal to the Department's Procurement Officer. The withdrawal request must be signed by an authorized representative of the Bidder and must be received within 72 hours after the Bid submission date indicated in the Timeline. Any other Bid shall remain valid for 180 days from the Bid's opening date.

4.14 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, the

information will be posted on the Florida Vendor Bid System (<http://www.myflorida.com/apps/vbs>).

Interested Bidders are responsible for monitoring this site for new, changing, or clarifying information relative to this ITB.

4.15 Verbal Instruction Procedure/Discussions

The Bidder shall not initiate, or execute, any negotiation, decision, or action arising from any verbal discussion with any State employee. Only written communications from the Department's Procurement Officer are considered duly authorized expressions on behalf of the State. Additionally, only written communications from a Bidder are recognized as duly authorized expressions on behalf of the Bidder. Any discussion by a Bidder with any employee, or representative of the Department, involving cost or price information, occurring before the posting of the Notice of Agency Decision, may result in rejection of that Bidder's Bid.

4.16 No Prior Involvement and Conflict of Interest

Section 287.057(17)(c), F.S., 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 considers participation in a solicitation to be any actions related to the 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, auditing, or functioning in any other advisory capacity.

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 they may do, or perform, for, or on behalf of, any officer, agent, or employee of the Bidder. Officers, agents, or employees of the Department shall not 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 Bidder shall have no interest and shall not acquire any interest, that conflicts in any manner, or degree, with the performance of the services required under this ITB.

4.17 State Licensing Requirements

As applicable, all entities defined under Chapters 607, 617, or 620, F.S., seeking to do business with the Department shall be on file and in good standing with the Florida Department of State, or provide certification of exemption from this requirement.

4.18 MyFloridaMarketPlace (MFMP)

Each Bidder who anticipates doing business with the State of Florida, as defined in Section 287.012, F.S., shall maintain an active registration in the MFMP Vendor Information Portal (VIP) unless exempted under Rule 60A-1.031, Florida Administrative Code (F.A.C.). A Bidder not currently registered in the MFMP VIP system shall do so within five (5) days of award, unless otherwise exempt.

Registration may be completed at <http://vendor.myfloridamarketplace.com>. Those needing assistance may contact the MFMP Customer Service Desk at 1-866-352-3776 or vendorhelp@myfloridamarketplace.com.

Pursuant to Section 287.057(22), F.S. and Rule 60A-1.031, F.A.C., all Bidder payments shall be assessed a transaction fee of 1% unless otherwise exempt. This transaction fee is non-refundable, and failure of a Bidder to pay as required may result in that Bidder being excluded from conducting future business with the State.

4.19 Confidential, Proprietary, or Trade Secret Material

The Department takes its public records responsibilities as provided under Chapter 119, F.S. 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, F.S., the Florida Constitution or other authority, the Bidder must also simultaneously provide the Department with a separate redacted copy of its response (both printed copy and a searchable PDF document on a CD/DVD or flash drive) 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 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.

4.20 E-Verify

Per Executive Order 11-116, "The provider agrees to utilize the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.gov/employers>, to verify the employment eligibility of all new employees hired during the contract term by the Provider. The Provider shall also include a requirement in subcontracts that the

subcontractor shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.” Bidders meeting the terms and conditions of the E-Verify System are deemed compliant with this provision.

4.21 Vendor Substitute W-9

The Florida Department of Financial Services (DFS) requires all Bidders that do business with the State to electronically submit a Substitute W-9 Form to <https://flvendor.myfloridacfo.com>. Forms and answers to frequently asked questions are located on that website once a registration has been completed. DFS is ready to assist Bidders with additional questions and may be reached by contacting (850) 413-5519, or FLW9@myfloridacfo.com.

4.22 Scrutinized Companies Certification

The Bidder certifies they are not listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S., and they are not currently engaged in a boycott of Israel. If the Contract exceeds \$1,000,000.00 in total, not including renewal years, the Bidder certifies that they are not listed on either 1) the Scrutinized Companies with Activities in Sudan List, or 2) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created under Sections 215.473, F.S., and 215.4725, F.S., and further certifies they are not engaged in business operations in Cuba or Syria. Pursuant to Sections 287.135(5), F.S., and 287.135(3), F.S., the Bidder agrees the Department may immediately terminate the Contract for cause if the Bidder is found to have submitted a false certification or if the Bidder is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or has engaged in business operations in Cuba or Syria during the term of the Contract. Any company that submits a bid or proposal for a Contract or intends to enter into or renew a Contract with an agency or local governmental entity for commodities or services, of any amount, must certify that the company is not participating in a boycott of Israel.

4.23 Identical Tie Bids

During the solicitation evaluation process, if the Department receives identical pricing or scoring from multiple Bidders, the Department shall determine the order of award using the criteria outlined in Sections 295.187, 287.082, 287.084 and 287.087 F.S.

4.24 Rejection of Bids

The Department reserves the right to reject any and all Bids received in response to this ITB.

4.25 Inspector General

The Bidder shall comply with Section 20.055(5), F.S., which states; it is the duty of every state officer, employee, agency, special district, board, commission, Vendor, and

subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review or hearing.

4.26 Protest Procedures

Pursuant to Section 120.57(3), F.S, a Notice of Protest or Formal Written Protest must be filed with the Department's Agency Clerk. Filings may be made physically at 501 South Calhoun Street, Tallahassee, Florida 32399-2500, by email to CO-GCAgencyClerk@fdc.myflorida.com, or by facsimile to (850) 922-4355. Protests must be made in compliance with Rules 28-110.003 and 28-110.004, F.A.C. Filings received after regular business hours (8:00 a.m. to 5:00 p.m., ET) will be filed the next business day. 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.

4.27 Cooperation with the Florida Senate and the Florida House of Representatives

In accordance with Florida law, the Agency agrees to disclose any requested information, relevant to the performance of this Agreement, to members or staff of the Florida Senate or the Florida House of Representatives, as required by the Florida Legislature. The Agency is strictly prohibited from enforcing any nondisclosure clauses conflictive with this requirement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

SECTION 5.0 SPECIAL CONDITIONS

5.1 General Contract Conditions (PUR 1000)

The General Contract Conditions are outlined in form PUR 1000 and incorporated in this ITB by reference. The PUR 1000 is available as a downloadable document at <http://dms.myflorida.com/content/download/2933/11777>. Any terms and conditions set forth within this ITB document shall supersede any and all conflicting terms and conditions set forth within form PUR 1000. There is no need to return this document with a Bid response.

5.2 Modifications after Contract Execution

During the term of the Contract, the Department may unilaterally require changes (altering, adding to, or deducting from the specifications) provided such changes are within the general scope of this solicitation.

The Bidder may request an equitable adjustment in the price(s) or delivery date(s) if the change affects the cost or time of performance. Such equitable adjustments require the express written approval of the Department.

The Department shall provide written notice to the Bidder 30 days in advance of any Department-required changes to the technical specifications and/or scope of service, which affects the Bidder's ability to provide the service as specified herein. Any changes, other than purely administrative changes, will require a written change order or formal Contract amendment.

5.3 State Initiatives

5.3.1 Diversity in Contracting

The State of Florida is committed to supporting its diverse business industry and population through ensuring participation by minority-owned, women-owned, and service-disabled veteran-owned business enterprises in the economic life of the State. The State of Florida Mentor Protégé Program connects these 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, Bidders may contact the Department of Management Services' Office of Supplier Diversity at (850) 487-0915.

The State is dedicated to fostering the continued development and economic growth of minority-owned, women-owned, and service-disabled veteran-owned business enterprises. Participation by a diverse group of Vendors doing business with the State is central to this effort. To this end, minority-owned, women-owned, and service-disabled veteran-owned business enterprises must participate in the State's procurement process as both Bidders, and subcontractors, of 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/

Documentation regarding Diversity in Contracting must be submitted to the Department's Contract Administrator and should identify participation by diverse Bidders and suppliers as prime Bidders, subcontractors, vendors, resellers, distributors, or such other participation as the parties may agree. This documentation shall include the timely reporting of funds expended to certified, and other, minority-owned/service-disabled veteran-owned business enterprises. Such reports must be submitted at least monthly, if applicable, and must include the period covered, the name, minority code and Federal Employer Identification Number of each minority-owned/service-disabled veteran-owned Bidder utilized during the period, the commodities and services provided by the each, and the amount paid to each under the terms of any Contract from this solicitation.

5.3.2 Environmental Considerations

The State supports and encourages initiatives to protect and preserve our environment. If applicable, the Bidder shall submit a plan to support the procurement of commodities and materials with recycled content, referencing the intent of Section 403.7065, F.S. The Bidder shall also provide a plan, if applicable, for reducing and/or handling of any hazardous waste generated by the Bidder's company, referencing Rule 62-730.160, F.A.C. It is a requirement of the Florida Department of Environmental Protection (DEP) that a generator of hazardous waste materials exceeding certain thresholds must have a valid and current Hazardous Waste Generator Identification Number. This identification number shall be submitted as part of the Bidder's explanation of its hazardous waste plan and shall explain, in detail, its handling and disposal of this waste.

5.4 Subcontracts

The Bidder may, with the prior written consent of the Department, enter into written subcontracts for the delivery or performance of services, as indicated in this ITB. Anticipated subcontract agreements known at the time of Bid submission must be disclosed, and the amount of the subcontract must be identified in the Bid. If a subcontract has been identified at the time of Bid submission, a copy of the proposed subcontract must be submitted to the Department. No subcontract, which the Bidder enters into for the performance of any of its functions under the Contract, shall in any way relieve the Bidder of any responsibility for the performance of its duties. All subcontractors, regardless of function, who provide services on Department property, shall comply with the Department's security requirements, including background checks, and all other Contract requirements. The Bidder shall make all payments to subcontractors. The Department is only authorized to pay the awarded Bidder for any services or commodities provided under the Contract.

If the Bidder utilizes a subcontractor, the Bidder shall pay the subcontractor within seven (7) business days after any payment is received from the Department, per Section 287.0585, F.S. It is understood, and agreed upon, that the Department shall not be held accountable to any subcontractor for any expenses or liabilities incurred under the subcontract, and that the Bidder shall be solely responsible to the subcontractor for all expenses and liabilities under the Contract. If the Bidder fails to pay the subcontractor within seven (7) business days, the Bidder shall pay the penalty to the subcontractor in the amount of one-half ($\frac{1}{2}$) 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 15% of the outstanding balance due.

5.5 Copyrights, Right to Data, Patents, and Royalties

Where the Contract activities produce original writing, sound recordings, pictorial reproductions, drawings, other graphic representation, and/or 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 also. If the materials so developed are subject to copyright, trademark, patent, legal title, then 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. Under Section 286.021, F.S., no person, firm or corporation, including parties to the 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 Bidder. 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, except for data processing software developed by the Department pursuant to Section 119.084, F.S., and may not be copied or removed by any employee of the Bidder without express written permission of the Department.

The 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 Bidder. The Bidder has no liability when such claim is solely and exclusively due to the combination, operation, or use of any article equipment or data not supplied by the 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 regarding copyright or patent infringement and will afford the 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 Bidder may, at its option and expense, procure for the Department the right to continue the use of, replace, or modify the article to render it non-infringing. (If none of the alternatives are reasonably available, the Department agrees to return the article to the Bidder upon its request and receive reimbursement, fees, and costs, if any, as may be determined by a court of competent jurisdiction.) If the Bidder uses any design, device, or material(s) 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.

5.6 Independent Contractor Status

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

5.7 Assignment

The Bidder shall not assign its responsibilities or interests to another party without the prior written approval of the Department. The Department shall, at all times, be entitled to assign or transfer its rights, duties, and obligations to another governmental agency of the State of Florida upon giving written notice to the Bidder.

5.8 Severability

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

5.9 Use of Funds for Lobbying Prohibited

The Bidder agrees to comply with the provisions of Section 216.347, F.S., which prohibits the expenditure of State funds to lobby the Legislature, Judicial branch of government, or a State agency.

5.10 Employment of Department Personnel

The Bidder shall not knowingly engage, employ, or utilize, on a full-time, part-time, or another basis, any current or former employee of the Department, during the period of the Contract, where such employment conflicts with Section 112.3185, F.S.

5.11 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 and shall govern any and all claims and disputes which may arise between person(s) submitting a Bid and the State of Florida, by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; lack of knowledge by any Bidder shall not constitute a cognizable defense against the legal effect thereof.

5.12 Insurance

The Bidder agrees to provide adequate, comprehensive insurance coverage continuously, and to hold such insurance at all times during the existence of the Agency Term Contract. The Bidder accepts full responsibility for identifying and determining the type(s) and extent of insurance necessary to provide reasonable financial protection for the Bidder, and the Department, under the ATC. At a minimum, such insurance shall include workers' compensation and employer's liability insurance, per Florida statutory limits, covering all employees engaged in any work under the Contract; commercial general liability coverage; and automobile liability insurance covering all vehicles, owned or otherwise, used in the Contract work. The Bidder 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 Bidder is a State agency or subdivision as defined in Section 768.28, F.S., the Bidder shall furnish the Department, upon request, written verification of liability

protection under Section 768.28, F.S. Nothing herein shall be construed to extend any Bidder's liability beyond that provided in Section 768.28, F.S.

5.13 Annual Appropriation

The State of Florida's and the Department's performances and obligations to pay for services under the Contract, or PO, are contingent upon an annual appropriation by the Legislature. The costs of services paid under any other contract or from any other source are not eligible for reimbursement under the Contract.

5.14 Tax Exemption

The Department agrees to pay for commodities and/or services according to the conditions of the Contract. The State of Florida does not pay federal excise taxes or the sales tax on direct purchases of commodities or services, and pricing bid shall not include those taxes.

5.15 Prison Rape Elimination Act (PREA)

The Vendor will comply with the national standards to prevent, detect, and respond to prison rape under the Prison Rape Elimination Act (PREA), Federal Rule 28 C.F.R. Part 115. The Vendor will also comply with all Department policies and procedures that relate to PREA, which will be made available to the Vendor upon request.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**Attachment I – Price Page
FDC ITB-20-049**

Bids must be firm prices and shall include all packaging, handling, shipping, and other applicable fees. Bidders shall provide a Unit Cost per item below, then propagate a total for the item based upon the Estimated Quantity of commodities to be purchased, as needed. By submitting pricing below, the Bidder agrees that in the absence of an equitable price adjustment, as indicated in PUR 1000 (Section 5.1), renewal pricing will remain the same throughout the Contract. The Bidder is required to bid all items for their Bid to be considered responsive.

Description of Commodities	(A) Unit Cost (Per Item)	(B) Estimated Quantity	(C=A x B) Extended Cost	(D) Name of Proposed Brand and Item Number
1 32" X 54" fixed frame "upper" windows with horizontal slider lower unit with 590 square inches +/- of open area with slider fully open. Screens shall be included.	\$ _____	154	\$ _____	
2 96" X 54" (three (3) of the units above, mulled together) fixed frame "upper" windows with a horizontal slider lower unit with 590 square inches of open area with slider fully open. Screens shall be included.	\$ _____	42	\$ _____	
Grand Total Price (Sum of Column C)				

For each item above, the Vendor shall provide the proposed brand and item number for each item bid.

NAME OF VENDOR

FEIN

**Attachment II – Bidder’s Contact Information and Certification
FDC ITB-20-049**

- I. The Bidder shall identify the contact information for Solicitation and Contractual purposes per the requested fields of the table below.

	Bidder Contact Person For Solicitation Purposes	Bidder Contact Person for Contractual Purposes (should the Bidder be awarded)
Name:		
Title:		
Address: (Line 1)		
Address: (Line 2)		
City, State, Zipcode		
Telephone: (Office)		
Telephone: (Mobile)		
Fax:		
Email:		

- II. Per Section 4.22, any company that submits a Bid for a Contract, or intends to enter into or renew a Contract with an agency or local governmental entity for commodities or services, of any amount, must certify that the company is not participating in a boycott of Israel. By signing below, the Bidder manifests this certification:

Authorized Bidder Signature

Date

**Attachment III – Certification of Drug-Free Workplace Program
FDC ITB-20-049**

Section 287.087, Florida Statutes provides that, where identical tie Bids are received, preference shall be given to a Bid received from a Vendor that certifies it has implemented a drug-free workforce program. To have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or services that are being 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 being 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 applicable laws, rules, and regulations.

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

Vendor Name:

Vendor's Signature:
