

ADDENDUM #002

Solicitation Number: FDC ITB-19-006

Solicitation Title: Inmate Movement Control Equipment & Supplies

Opening Date/Time: February 7, 2019, 2:00 p.m., Eastern Time

Addendum Number: 002

Addendum Date: January 23, 2019

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.

Please be advised that the changes below are applicable to the original specifications of the above-referenced solicitation. Revision to RESTRICTED ATTACHMENT I – Price Page has been replaced in its entirety.

This Addendum provides notice of the Department's answers to written questions received. However, questions and answers have been identified as "Restricted" and are not available for public viewing. Bidders must submit an email request as noted below.

These Restricted answers to questions will be made available to interested Bidders, upon request, and upon the Department's receipt of ATTACHMENT V – Non disclosure Agreement for Restricted Information. If already submitted, Bidders do not need to submit a new ATTACHMENT V- Nondisclosure Agreement for Restricted Information. However, Bidders will need to email the Purchasing Officer at Purchasing@fdc.myflorida.com to request information and to access changes effectuated by this Addendum. Bidders who have not submitted ATTACHMENT V - Nondisclosure Agreement for Restricted Information can still submit this in accordance with Section 2.1 of the ITB.

Change No. 1

A change to RESTRICTED ATTACHMENT I – Price Page. This Attachment has been revised and replaced in its entirety. The revised RESTRICTED ATTACHMENT I - Price Page should be used in a Bidder's response.

Change NO. 2

A change to ATTACHMENT V Nondisclosure Agreement for Restricted Information. Bidders who have submitted this agreement previously do not need to re-submit a revised ATTACHMENT V.

Responses to Written Questions
FDC ITB-19-006
Inmate Movement Control Equipment and Supplies

The written questions received and the Department's answers are identified as "Restricted" and are not available for public viewing. The Restricted questions and answers will be made available to interested Bidders for the development of bids. To obtain a copy of the Restricted questions and answers, Bidders must email a signed copy of ATTACHMENT V, Nondisclosure Agreement for Restricted Information, to the Procurement Officer listed in Section 4.2, Bidder Inquiries. Once the signed agreement is received by the Procurement Officer, the Department will provide the Restricted specifications to the Bidder, via email.

If a Vendor has trouble accessing any of the documents, they should contact the Procurement Officer listed in Section 4.0 of the ITB.

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REVISED
ATTACHMENT I – Price Page
FDC-ITB-19-006

The cost specifications, to be utilized and followed when performing work under this ITB and resulting Contract, are identified as “Restricted” and are not available for public viewing. The Restricted specifications will be made available to interested Bidders for the development of bids. To obtain a copy of the Restricted specifications, Bidders must email a signed copy of ATTACHMENT V, Nondisclosure Agreement for Restricted Information, to the Procurement Officer listed in Section 4.2, Bidder Inquiries. Once the signed agreement is received by the Procurement Officer, the Department will provide the Restricted specifications to the Bidder, via email.

If a Vendor has trouble accessing any of the documents, they should contact the Procurement Officer listed in Section 4.0 of the ITB.

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**ATTACHMENT V – Nondisclosure Agreement for Restricted Information
FDC ITB-19-006**

In connection with ~~FDC ITB-19-004~~ **FDC ITB-19-006**, entitled "~~Van Security Caging and Installation~~" "**Inmate Movement Control Equipment & Supplies**" the Florida Department of Corrections ("FDC") is disclosing to your business information, procedures, technical information, proprietary/confidential information, and/or ideas identified as "Restricted".

In consideration of any disclosure and any Restricted information provided by FDC concerning ~~FDC ITB-19-004~~ **FDC ITB-19-006**, you agree as follows:

1. You will hold in confidence and not possess or use (except to evaluate and review in relation to this ITB) or disclose any Restricted information except information you can document (a) is in the public domain through no fault of yours, (b) was properly known to you, without restriction, prior to disclosure by FDC, or (c) was properly disclosed to you by another person without restriction, and you will not reverse engineer or attempt to derive the composition or underlying information, structure or ideas of any Restricted information. The foregoing does not grant you a license in or to any of the Restricted information.
2. If you decide not to proceed with the proposed business relationship or if asked by FDC, you will promptly return all Restricted information and all copies, extracts, and other objects or items in which it may be contained or embodied.
3. You will promptly notify FDC of any unauthorized release of Restricted information.
4. You understand that this statement does not obligate FDC to disclose any information or negotiate or enter into any agreement or relationship.
5. You acknowledge and agree that due to the unique nature of the Restricted information, any breach of this agreement would cause irreparable harm to FDC for which damages is not an adequate remedy and that the FDC shall therefore be entitled to equitable relief in addition to all other remedies available by law.
6. The terms of this Agreement will remain in effect with respect to any particular Restricted information until you can document that it falls into one of the exceptions stated in Paragraph 1 above.
7. This Agreement is governed by the laws of the State of Florida and may be modified or waived only in writing. If any provision is found to be unenforceable, such provision will be limited or deleted to the minimum extent necessary so that the remaining terms remain in full force and effect. The prevailing party in any dispute or legal action regarding the subject matter of this Agreement shall be entitled to recover attorneys' fees and costs.

Information identified as "Restricted" is included in the Specifications CD, specified in Section 2.1 of the ITB.

Acknowledged and agreed on _____, 2018

By: _____
(Signature)

Name: _____
(Printed)

Title: _____

Company Name: _____