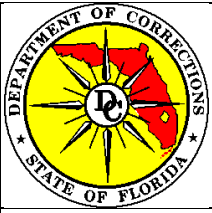


**Acknowledgement Form**



**FLORIDA DEPARTMENT OF CORRECTIONS  
INVITATION TO BID (ITB)  
Acknowledgement Form**

Page <u>1</u> of <u>41</u> pages	<b>Cassandra Anderson, Procurement Manager</b> Department of Corrections Bureau of Procurement and Supply 501 South Calhoun Street Tallahassee, FL 32399-2500 E-mail: <a href="mailto:anderson.cassandra@mail.dc.state.fl.us">anderson.cassandra@mail.dc.state.fl.us</a> Fax: (850) 488-7189
AGENCY RELEASE DATE: <u>11/24/14</u>	

SOLICITATION TITLE: <b>Marion Correctional Institution Re-Roofing of Multi-treatment Center</b>	SOLICITATION NO: <b>DC ITB-14-053</b>
--	--

RESPONSES WILL BE OPENED: December 31, 2014 @ 2:00 p.m., E.T.  
 and remain valid for 365 days after such date and time.

VENDOR NAME:	_____ *AUTHORIZED SIGNATURE (MANUAL)  _____ *AUTHORIZED SIGNATURE (TYPED), TITLE  *This individual must have the authority to bind the Bidder.
VENDOR MAILING ADDRESS:	
CITY – STATE – ZIP:	
PHONE NUMBER:	
FREE NUMBER:	
FAX NUMBER:	
EMAIL ADDRESS:	
FEID NO.:	

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

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

**VENDOR 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 and any resulting contract or purchase order.

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

## TABLE OF CONTENTS

Acknowledgement Form .....	1
<b>SECTION 1.0 GENERAL INSTRUCTIONS TO RESPONDENTS (PUR1001).....</b>	<b>5</b>
<b>SECTION 2.0 GENERAL CONTRACT CONDITIONS (PUR 1000) .....</b>	<b>5</b>
<b>SECTION 3.0 INTRODUCTORY MATERIALS .....</b>	<b>5</b>
3.1 Statement of Purpose.....	5
3.2 Definitions .....	5
3.3 Contract Term.....	6
3.4 General Statement .....	7
3.5 Specifications .....	7
<b>SECTIONS 4.0 TECHNICAL SPECIFICATIONS.....</b>	<b>7</b>
4.1 Scope Changes after Contract Execution.....	7
4.2 Price Adjustments .....	7
4.3 Addition/Deletion of Items/Facilities .....	7
4.4 Examination of Site.....	7
4.5 Damage to Property .....	7
4.6 Completion .....	8
4.7 Scheduling .....	8
4.8 Security Guidelines.....	8
4.9 Damaged Goods.....	8
4.10 Shop Drawings.....	8
4.11 Successful Bidder's Staffing Requirements .....	8
4.12 Delivery .....	11
4.13 Procurement of Materials with Recycled Content .....	11
4.14 Mandatory Documentation .....	11
4.15 Records and Documentation .....	11
4.16 Price Page .....	12
4.17 References .....	12
4.18 Deliverables .....	12
4.19 Liquidated Damages .....	12
4.20 Payments and Invoicing .....	13
<b>SECTIONS 5.0 PROCUREMENT RULES AND INFORMATION .....</b>	<b>14</b>
5.1 Bidder Inquiries.....	14
5.2 Cost of Bid Preparation .....	15
5.3 Travel Expenses .....	15
5.4 Instructions for Bid Submittal.....	15
5.5 Disclosure of Bid Submittal Contents .....	16
5.6 Bid Opening.....	16
5.7 Bid Evaluation.....	16
5.8 Basis of Award .....	16
5.9 Disposal of Bids .....	16
5.10 Bid Rules for Withdrawal .....	16
5.11 Rejection of Bids .....	17
5.12 Mandatory Site Visit / Pre-Bid Conference.....	17
5.13 Addenda.....	17
5.14 Discussions .....	17
5.15 No Prior Involvement and Conflict of Interest .....	18
5.16 State Licensing Requirements.....	18
5.17 MyFloridaMarketPlace (MFMP) Registration .....	18

5.18	Certificate of Authority .....	18
5.19	Unauthorized Employment of Alien Workers .....	18
5.20	Confidential, Proprietary, or Trade Secret Material .....	19
5.21	Vendor Substitute W-9.....	19
5.22	Scrutinized Companies.....	19
5.23	Required Certifications/Attestations.....	19
5.24	Identical Tie Bids .....	19
5.25	Insurance .....	20
 <b>SECTION 6.0 SPECIAL CONDITIONS .....</b>		<b>21</b>
6.1	State Initiatives.....	21
6.2	Copyrights, Right to Data, Patents and Royalties .....	22
6.3	Independent Contractor Status .....	22
6.4	Assignment .....	23
6.5	Severability.....	23
6.6	Use of Funds for Lobbying Prohibited .....	23
 <b>ATTACHMENT I – PRICE PAGE .....</b>		<b>24</b>
 <b>ATTACHMENT II - BUSINESS REFERENCE FORM .....</b>		<b>25</b>
 <b>ATTACHMENT III - CERTIFICATION/ATTESTATION FORM.....</b>		<b>26</b>
 <b>ATTACHMENT IV - PURCHASE ORDER TERMS AND CONDITIONS.....</b>		<b>27</b>
 <b>ATTACHMENT V - SECURITY REQUIREMENTS FOR CONTRACTORS .....</b>		<b>30</b>
 <b>ATTACHMENT VI - SPECIFICATIONS.....</b>		<b>32</b>

**TIMELINE**  
**DC ITB-14-046**

1EVENT	DUE DATE	LOCATION
ITB Advertised – Released	<b>11/24/14</b>	Vendor Bid System: <a href="http://vbs.dms.state.fl.us/vbs/main_menu">http://vbs.dms.state.fl.us/vbs/main_menu</a>
Mandatory Pre-bid conference and site visit	<b>12/09/14 10:00 AM E.T.</b>	Marion Correctional Institution 3269 NW 105th Street Ocala, Florida 34475
Questions submitted in writing.	<b>12/15/14 Prior to 5:00 PM E.T.</b>	Submit to: Florida Department of Corrections Procurement – Cassandra Anderson 501 S. Calhoun Street, Ste. 311C Tallahassee, Fl 32399 Fax: (850) 488-7189 E-mail: <a href="mailto:anderson.cassandra@mail.dc.state.fl.us">anderson.cassandra@mail.dc.state.fl.us</a>
Anticipated Answers to Questions	<b>12/22/14</b>	Posted electronically via the following Internet site: <a href="http://vbs.dms.state.fl.us/vbs/main_menu">http://vbs.dms.state.fl.us/vbs/main_menu</a>
Sealed Bids Due and Opened	<b>12/31/14 Must be received PRIOR to: 2:00 PM E.T.</b>	Florida Department of Corrections Attn: Procurement – Cassandra Anderson 501 S. Calhoun Street, Ste. 311C Tallahassee, Fl 32399
Anticipated Posting of Intent to Award	<b>01/07/14</b>	Vendor bid system: <a href="http://vbs.dms.state.fl.us/vbs/main_menu">http://vbs.dms.state.fl.us/vbs/main_menu</a>

## SECTION 1.0 GENERAL INSTRUCTIONS TO RESPONDENTS (PUR1001)

The General Instructions to Respondents are outlined in PUR 1001 (version dated 10/06) which is a downloadable document incorporated in this bid by reference. There is no need to return this document with the bid response. [http://www.dms.myflorida.com/business\\_operations/state\\_purchasing/documents\\_forms\\_references\\_resources/purchasing\\_forms](http://www.dms.myflorida.com/business_operations/state_purchasing/documents_forms_references_resources/purchasing_forms) and click on the PUR1001 form link.

## SECTION 2.0 GENERAL CONTRACT CONDITIONS (PUR 1000)

The General Contract Conditions are outlined in PUR 1000 (version dated 10/06) which is a downloadable document incorporated in this bid by reference. There is no need to return this document with the bid response. [http://www.dms.myflorida.com/business\\_operations/state\\_purchasing/documents\\_forms\\_references\\_resources/purchasing\\_forms](http://www.dms.myflorida.com/business_operations/state_purchasing/documents_forms_references_resources/purchasing_forms) and click on the PUR 1000 form link.

## SECTION 3.0 INTRODUCTORY MATERIALS

### 3.1 Statement of Purpose

The purpose of this Invitation to Bid (ITB) is to secure competitive bids from qualified vendors/contractors to furnish all equipment, materials and services needed to remove the existing roof and install a new Thermoplastic roof at Marion Correctional Institution Multi-treatment Center. The successful bidder shall furnish and install the products specified herein, or shall submit cut sheets/specifications of the alternate material by the deadline for "Questions submitted in Writing" listed in the Timeline – Page 4. If the manufacturer's products are approved by the Department, the manufacturer's products will be listed in an addendum.

### 3.2 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:

- **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.
- **Contract**: The agreement (contract or purchase order) which results from this ITB between the winning Bidder and the Department.
- **Bidder or Successful bidder**: The organizational entity serving as the primary vendor with whom a contract will be executed. The term bidder/successful bidder shall include all employees, subcontracts, agents, volunteers, and anyone acting on behalf of, in the interest of, or for the primary vendor.
- **Corrective Action Plan (CAP)**: A successful bidder's comprehensive written response to any deficiencies discovered in the course of Contract Compliance Monitoring, and plan for remediation of those deficiencies.
- **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.
- **Department or Owner**: The Florida Department of Corrections referred to in this ITB document.

- **Drawings:** The drawings or reproductions thereof pertaining to the work to be performed and which have been prepared under the supervision of the Architect-Engineer.
- **Mandatory Responsiveness Requirements:** Terms, conditions or requirements that must be met by the bidder to be responsive to this solicitation. These responsiveness requirements are **mandatory**. Failure to meet these responsiveness requirements will cause rejection of a bid. Any bid rejected for failure to meet mandatory responsiveness requirements will not be further reviewed.
- **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 the future) 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.
- **P-Card:** Refers to the State of Florida's purchasing card program, using the Visa platform.
- **Bid:** A bid for the work contemplated, which the Bidder shall submit on approved forms.
- **Subcontract:** An agreement entered into by the successful bidder with any other person or organization that agrees to perform any performance obligation for the primary vendor specifically related to securing or fulfilling the successful bidder's obligations to the Department under the terms of the Contract or purchase order resulting from this ITB.
- **Specifications:** The Conditions of the Contract, Detailed Technical Specifications and such other descriptions of the work as are set forth in any of the contract documents.
- **Substantial Completion:** The term "Substantial Completion" shall mean that the project under this contract is sufficiently completed in accordance with the Contract Documents, so that the Owner can occupy or utilize the work or designated portions thereof for the use for which it is intended, as expressed in the Contract Documents. The term "Substantial Completion" shall not mean the inclusion of such minor alterations and patching as the Final Inspection shall disclose.
- **Vendor, Offeror and Bidder:** A legally qualified corporation, partnership, person or other entity submitting a bid to the Department pursuant to this ITB.
- **Winning or successful bidder:** The business or entity submitting the lowest responsive bid, meeting all requirements of the Department's ITB.

### 3.3 Contract Term

The work to be performed under this contract shall be commenced within ten (10) calendar days after date of Notice to Proceed to Mobilize on Site and to Proceed With Construction, shall be substantially completed within sixty (60) calendar days after the date of this Notice to Proceed, and shall be finally completed within ten (10) calendar days after the date of substantial completion.

### **3.4 General Statement**

The project shall consist of roof replacement for Marion Correctional Institution as indicated in the specification.

### **3.5 Specifications**

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

## **SECTIONS 4.0 TECHNICAL SPECIFICATIONS**

### **4.1 Scope Changes after Contract Execution**

During the term of the contract, the Department may unilaterally require, by written order, changes altering, adding to, or deducting from the specifications, provided that such changes are within the general scope of this solicitation.

The Department may make an equitable adjustment in the prices or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the successful bidder, which shall not be unreasonably withheld.

The Department shall provide written notice to the successful bidder thirty (30) days in advance of any Department required changes to the technical specifications and/or scope of service that affect the successful bidder's ability to provide the service as specified herein. Any changes that are other than purely administrative changes will require a written change order.

### **4.2 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.

### **4.3 Addition/Deletion of Items/Facilities**

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.

### **4.4 Examination of Site**

As outlined in Section 5.12 Mandatory Site Visit/Pre-Bid Conference, the bidder, before submitting a response to this ITB, shall visit the site where the services are to be performed and familiarize themselves with conditions which may in any manner affect the work to be done, or the equipment, materials and labor required. Any requirements contained in this ITB or conditions of the existing site, will not relieve the successful bidder of liability and obligations under the contract resulting from this ITB.

### **4.5 Damage to Property**

All Department property shall be protected against damage by the successful bidder that might occur during or as a result of performance of any contract resulting from this ITB.

#### **4.6 Completion**

Upon completion of the work specified in this ITB, the successful bidder shall reconnect any utilities, equipment or appliances removed in the course of work and replace any furniture, etc., moved during performance of the work. Any debris or rubbish resulting from work performed shall be removed and the premises left clean.

#### **4.7 Scheduling**

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

Upon completion and acceptance, and before payment is rendered, the successful bidder must furnish to the owner a Certificate of Warranty guaranteeing the work against any defect in materials or workmanship for the period specified in this ITB, the successful bidder's bid or the resultant Contract, whichever period is longest, from date of completion

#### **4.8 Security Guidelines**

For work performed and/or delivery of product(s) under the resultant Contract, the successful bidder and his employees, agents or subcontractors shall adhere to the Security Guidelines included in Attachment V.

#### **4.9 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:

- 4.9.1** Record any evidence of visible damage on all copies of the delivery carrier's Bill of Lading.
- 4.9.2** 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.
- 4.9.3** 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.
- 4.9.4** Provide the vendor with a copy of the carrier's Bill of Lading and Damage Inspection Report.

#### **4.10 Shop Drawings**

The successful bidder shall supply the Department with three (3) copies of the manufacturer's data in the form of Florida Product Approval or Miami NOA documentation, cut sheets, installation and maintenance manuals of all components required for the complete roofing system. Submittals shall be delivered within 10 days of receipt of the contract resulting from this solicitation.

#### **4.11 Successful Bidder's Staffing Requirements**

The successful bidder shall provide an adequate level of staffing for provision of the services outlined herein and shall ensure that staff providing services is highly trained and qualified. Additionally, the successful bidder shall liaise with and maintain a good working relationship with the judiciary, criminal justice system, DC staff, and the community, if required, to support the Contract.



The successful bidder shall comply with the Security Guidelines as set forth in Section 4.8 (Security Guidelines on institutional and facility security policies). Violations of these rules could result in termination of the Contract. The successful bidder shall contact, within ten (10) days of execution of any contract which may result from this ITB, the institution(s) or facility (ies), within each region for which the Contract was awarded, to obtain a copy of any specific institutional or facility rules.

The successful bidder or designee shall provide each institution or facility with the following items before entering the facilities:

- a. A list of tools that the successful bidder and/or designee, will bring onto the institution or facility. These tools will be inventoried upon arrival and departure.
- b. Current picture identification of the successful bidder and/or designee, consisting of a Driver's License or State of Florida ID card.

The successful bidder shall ensure that staff wears attire suitable for the work conducted in the performance of the contract(s) resulting from this ITB.

The successful bidders' staff shall be subject to searches of their person or their vehicle or searches of equipment and/or products at any time.

The successful bidder's staff shall be subject to the requirements of this ITB and may be denied access to the facility by the Warden or designee.

Security procedures at any correctional institution or facility are stringent and necessary. This includes security screening when entering and exiting the institution or facility and may include a thorough inventory of tools and materials. The successful bidder shall provide the institutional staff with a tool inventory sheet upon signing-in. The bidder is advised to carefully consider the impact of additional time when developing the bid. No additional compensation will be made for time involved in adhering to security requirements.

The successful bidder's staff on-site shall adhere to the standards of conduct prescribed in Rule 33-208, Florida Administrative Code, and as prescribed in the Department's personnel policy and procedure guidelines, particularly rules of conduct, employee uniform and clothing requirements (as applicable), security procedures, and any other applicable rules, regulations, policies and procedures of the Department.

In addition, the successful bidder shall ensure that all staff adheres to the following requirements:

- a. The successful bidder's staff shall not deal with any inmate except in a relationship that supports services under this Contract. Specifically, staff members must never accept for themselves or any member of their family, any personal (tangible or intangible) gift, favor, or service from an inmate or an inmate's family or close associate, no matter how trivial the gift or service may seem. The successful bidder shall report to the Contract Manager any violations or attempted violation of these restrictions. In addition, no staff member shall give any gifts, favors or services to inmates, their family or close associates.
- b. The successful bidder's staff shall not enter into any business relationship with inmates or their families (example – selling, buying or trading personal property), or personally employ them in any capacity.

- c. The successful bidder's staff shall not have outside contact (other than incidental contact) with an inmate being served or their family or close associates, except for those activities that are to be rendered under the Contract.
- d. The successful bidder's staff shall not engage in any conduct which is criminal in nature or which would bring discredit upon the successful bidder or the State. In providing services pursuant to this Contract, the successful bidder shall ensure that its employees avoid both misconduct and the appearance of misconduct.
- e. Any violation or attempted violation of the restrictions referred to in this section regarding employee conduct shall be reported by phone and in writing to the Contract Manager or their designee, including proposed action to be taken by the successful bidder. Any failure to report a violation or take appropriate disciplinary action against the offending party or parties shall subject the successful bidder to appropriate action, up to and including termination of this Contract.
- f. The successful bidder shall report any incident described above, or requiring investigation by the successful bidder, in writing, to the Contract Manager or their designee within twenty four (24) hours, of the successful bidder's knowledge of the incident.
- g. At no time shall any successful bidder's employee while delivering services under this Contract, wear clothing that resembles or could reasonably be mistaken for an inmate's uniform or any correctional officer's uniform or that bears the logo or other identifying words or symbol of any law enforcement or correctional department or agency.
- h. The successful bidder shall provide their employees with a copy of these standards of employee conduct and document receipt of such notification in the employee's personnel file.

#### **4.11.1 Background Checks**

The successful bidders' 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 successful bidder 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 successful bidder. The Department shall not confirm to the successful bidder the existence or nonexistence of any criminal history record information. In order to carry out this records check, the successful bidder shall provide, upon request, the following data for any individual or staff of the successful bidder or subcontractor's staff assigned to the Contract: Full Name, Race, Gender, Date of Birth, Social Security Number, Driver's License Number and State of Issue. If requested, the successful bidder's staff shall submit to fingerprinting by the Department of Corrections for submission to the Federal Bureau of Investigation (FBI). The successful bidder shall not consider new employees to be on permanent status until a favorable report is received by the Department from the FBI.

The successful bidder shall ensure that the Contract Manager or designee is provided the information needed to have the FCIC/NCIC background check conducted prior to any new successful bidders' staff being hired or assigned to work under the contract. The successful bidder

shall not offer employment to any individual or assign any individual to work under the contract, who has not had an FCIC/NCIC background check conducted.

No person who has been barred from any Department facility shall provide services under the Contract resulting from this solicitation.

The successful bidder shall not permit any individual to provide services under the Contract resulting from this solicitation who is under supervision or jurisdiction of any parole, probation or correctional authority. Persons under any such supervision may work for other elements of the successful bidder's agency that are independent of the contracted services.

The successful bidder shall immediately report any new arrest, criminal charges or convictions of a current employee under the Contract resulting from this solicitation to the respective Contract Manager. The successful bidder shall also disclose any business or personal relationship a successful bidder's staff person, officer, agent or potential hiree may have with anyone presently incarcerated or under the supervision of the Department.

#### **4.11.2 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.

#### **4.12 Delivery**

All product(s) shall be shipped Free on Board (F.O.B.): Marion Correctional Institution

#### **4.13 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, the Contract resulting from this solicitation shall be procured in accordance with the provisions of Section 403.7065, Florida Statutes.

Vendors shall certify in writing, the amount of recycled material used for printing (or that no recycled material was used).

#### **4.14 Mandatory Documentation**

All bidders must submit the following mandatory documentation with their submittal:

Price Page - Attachment I

Business Reference Form - Attachment II

Certification/Attestation Form - Attachment III

#### **4.15 Records and Documentation**

To the extent that information is utilized in the performance of the resulting contract or generated as a result of it, and to the extent that information meets the definition of "public record" as defined in subsection 119.011(1), F.S., said information is hereby declared to be and is hereby recognized by the parties 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 Art. I, Sec. 24, Fla. Constitution and Chapter 119, F.S. It is expressly understood that any state contractor's refusal to comply

with these provisions of law shall constitute an immediate breach of the contract resulting from this ITB entitling the department to unilaterally terminate the contract. The successful bidder will be required to notify the department of any requests made for public records.

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 successful bidder for a period of six years after the termination of the resulting contract or longer as may be required by any renewal or extension of the contract. During this period, the successful bidder shall provide any documents requested by the Department in its standard word processing format (currently Microsoft Word 7.0). If this standard should change, the successful vendor shall adopt the new standard at no cost to the department. Data files will be provided in a format directed by the department.

The successful bidder agrees to maintain the confidentiality of all records required by law or administrative rule to be protected from disclosure. The successful 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 an improper disclosure of confidential information and promises to defend the department against the same at its expense.

The successful bidder shall maintain all records required to be maintained pursuant to the resulting contract in such manner as to be accessible by the department upon demand. Where permitted under applicable law, access by the public shall be permitted without delay.

#### **4.16 Price Page**

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.

Any incomplete Price Page or if the Price Page includes 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.

#### **4.17 References**

The bid response shall include contact information for three (3) entities the bidder has provided commodities or services similar to those requested in this solicitation. Vendors shall use Attachment II, Business Reference Form to provide the required information. The Department reserves the right to contact any and all entities in the course of this solicitation evaluation in order to make a fitness determination. The Department's determination is not subject to review or challenge.

#### **4.18 Deliverables**

Deliverables for the purposes of this Contract are identified in Attachment VI.

#### **4.19 Liquidated Damages**

The parties acknowledge that the late performance or delivery of deliverables will interfere with the timely and proper completion of the Project, to the loss and damage of the State, and that it would be impracticable

and extremely difficult to fix the actual damage sustained by the State as a result of any such delay. Accordingly, the parties agree upon a reasonable amount of liquidated damages which are not intended to be a penalty and are solely intended to compensate for unknown and unascertainable damages. Accordingly, unless otherwise stated in this Invitation to Bid, liquidated damages shall be assessed on the successful bidder for \$500 per calendar day for each day the successful bidder fails to complete agreed upon work or make delivery after expiration of the time allowed by the Contract, subject to the force majeure provisions of the Contract. Allowing completion after the time allowed shall not act as a waiver of liquidated damages.

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

#### **4.20 Payments and Invoicing**

The Contract(s) resulting from this ITB will be at a fixed-rate. The Department will compensate the successful bidder for services as specified in Attachment VI, Specifications. All charges must be billed in arrears in accordance with Section 215.422 of the Florida Statutes. The Department requires a consolidated, single invoice, on a monthly billing cycle for services performed with supporting documentation as indicated under Invoice Submission.

The successful bidder's invoice shall include the vendor's name, mailing address, tax ID number/FEIN, Contract number, and dates of service.

The Contractor shall request such compensation as well as final payment by submitting:

1. A properly completed and notarized Application for Progress Payment in the form as directed,
2. A schedule of Contract Values as described below.

The Contractor shall, within ten (10) calendar days from date of Agreement, submit to the Architect-Engineer for approval three copies of a Schedule of Contract Values which will reflect the estimated cost of each subdivision of work of each specification section, further detailed by Subcontractor item, and utilizing the Construction Specifications Institute "Master format Broadscope Section Numbers". The value of each item shall include a true proportionate amount of the Contractor's overhead and profit. The sum of all such scheduled values shall equal the Contract Sum as evidenced by the Agreement.

The approved Schedule of Contract Values will accompany and support the Contractor's periodic Applications for Payment and shall indicate the value of suitably stored material as well as labor performed and materials incorporated into the work for each subdivision of the schedule during the period for which the requisition is prepared.

The Schedule of Contract Values form will be utilized to present this and other pertinent information which will facilitate the checking and processing by the Owner's representatives of the Contractor's Application for Payment.

Within thirty (30) calendar days from the Department's receipt and acceptance of a certificate of payment, the Department shall pay, or cause to be paid to the successful bidder, ninety percent (90%) of that portion of the contract sum properly allocable to labor, materials and equipment incorporated into the work, and ninety percent (90%) of that portion of the contract sum properly allocable to materials and equipment

suitable stored at the site or at some other locations agreed upon in writing by the parties, less the aggregate of previous payments.

In case of default by the successful bidder, the laborers, material men and subcontractors as defined in Section 713.01, Florida Statutes, making claims for unpaid bills, will be paid from the ten percent (10%) retainage on a pro rata basis as indicated in Rule 60D-5.0041(2), Florida Administrative Code.

The successful bidder shall provide a certified list of all subcontractors, laborers and material suppliers to the Department within thirty (30) calendar days of receiving his notice to proceed with the work. This list shall be updated thereafter each month with a certified statement that the list and its updates include the names and addresses of all of those subcontractors, laborers and material suppliers furnishing labor, materials and/or equipment for the project. An updated copy of this certified list shall accompany each pay request.

The successful bidder shall provide a written statement with each pay request to the Department which indicates how each payment requested will be distributed to subcontractors, laborers and material suppliers. This pay request breakdown will define the disbursement intended for all of the funds requested.

The successful bidder shall provide a written statement, with all but the first payment request, from each of the subcontractors, laborers and material suppliers that they have in fact received payment as indicated on the preceding statements. In the event any payment has not been made as indicated on a prior statement, the successful bidder shall furnish an explanation as to the reasons for such deviation and shall request approval from the Department.

When the successful bidder receives any payment, he/she shall pay such monies received to each subcontractor, laborer and material supplier in accordance with Section 287.0585, Florida Statutes.

#### **4.22 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. To find out more about the State's purchasing card program you may visit: [www.dms.myflorida.com](http://www.dms.myflorida.com).

#### **4.23 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.

### **SECTIONS 5.0 PROCUREMENT RULES AND INFORMATION**

#### **5.1 Bidder Inquiries**

***This Special Instruction takes precedence over General Instruction #5 in PUR 1001.***

Questions related to this ITB must be received, in writing (either via U.S. Mail, courier, e-mail, fax, or hand-delivery), by the contact person listed below, within the time indicated in the Timeline. Oral inquiries or those submitted after the period specified in the Timeline will not be addressed.

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

All inquiries must be submitted in writing to the Procurement Manager identified in the Timeline.

**Bidders to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response. Section 287.057(23), Florida Statutes**

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.

## **5.2 Cost of Bid Preparation**

Neither the Department nor the State of Florida is liable for any costs incurred by a vendor in responding to this ITB, including oral presentations if applicable.

## **5.3 Travel Expenses**

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

## **5.4 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 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.

- 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 Invitation to Bid. ***This Special Instruction takes precedence over General Instruction #3 in PUR1001.***
- All bids must be submitted in a sealed envelope/package with the relevant ITB number and the date and time of the bid opening shall be clearly marked on the outside of the envelope/package.
- It is the bidder's responsibility to assure its bid submittal is delivered to the proper place and time as stipulated in the Timeline. The Department's clocks will provide the official time for bid receipt and opening.
- Late bids will not be accepted.

- Bidders should complete, sign, and return the ITB Acknowledgement Form (page 1) with the bid submittal.
- Submit one (1) original bid and one electronic copy of the bid on CD. The electronic copy should contain the entire bid as submitted, including all supporting and signed documents.

#### **5.5 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.

#### **5.6 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 Bid opening date and time) will not be accepted nor 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. The name of all bidders submitting bids will be made available to interested parties upon written request to the Procurement Manager.

#### **5.7 Bid Evaluation**

Bids that do not meet the requirements specified in this ITB will be considered non-responsive. The Department reserves the right to accept or reject any and all responses, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if the Department determines that doing so will serve the State's best interests. The Department may reject any response not submitted in the manner specified by the solicitation documents. Bidders are cautioned to make no assumptions unless their bid has been deemed responsive.

#### **5.8 Basis of Award**

A single award shall be made to the responsive, responsible bidder offering the lowest Total Bid for the items/services indicated in this ITB. (See ATTACHMENT I – PRICE PAGE)

#### **5.9 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.

#### **5.10 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.



### 5.11 Rejection of Bids

The Department reserves the right to reject any and all bids to this ITB.

### 5.12 Mandatory Site Visit / Pre-Bid Conference

The Department will conduct a Mandatory Site Visit and Pre-Bid Conference on the date, time and location specified in the Timeline.

The purpose of the Pre-Bid conference is to discuss the contents of this ITB and accept verbal questions from potential vendors. The Department will make a reasonable effort to provide answers during this event. Impromptu questions will be permitted and spontaneous answers provided; however, parties should clearly understand that the Department will issue a written response ONLY to those verbal questions subsequently submitted in writing in accordance with Section 5.1 bidder Inquiries. This written response will be provided to all prospective bidders via posting on the VBS as an addendum to the ITB and shall be considered the Department's official answer or position as to the question or issue posed. **Verbal answers and discussions shall not be binding upon the Department.**

**Failure to attend the mandatory Bidders' Conference will result in the Bidder being deemed non-responsive.**

#### Site Visits (*Mandatory*)

All interested bidders *shall* attend a *mandatory site* visit to become familiar with the facility and correctional units, and any conditions that relate to the service to be provided. The Department has set specific dates for the site visits according to the schedule below. The Department will not allow visits for individual bidders at any other time. **For a background check, interested parties must send an email to: [ryall.raymond@mail.dc.state.fl.us](mailto:ryall.raymond@mail.dc.state.fl.us) at least five (5) business days prior to the site visit** and furnish the following information for all attendees: **Site(s) attending, attendee's Full Name, Social Security Number, Date of Birth and Driver's License Number.**

All Department security procedures shall apply.

Persons present as attendees must be the same individuals for whom information was provided and must be approved by the Department prior to the site visit(s). For security reasons, admittance of any bidder not previously approved is at the sole discretion of the Warden. Bidders who did not seek prior approval may be denied access. Attendees must present photo identification at the site.

### 5.13 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](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.**

### 5.14 Discussions

Only written communications from the Department's Procurement Manager may be considered a duly authorized expression on behalf of the State. Additionally, only written communications from vendors are recognized as duly authorized expressions on behalf of the vendor. 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, may result in rejection of said bidder's response.

#### **5.15 No Prior Involvement and Conflict of Interest**

The Department 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, in accordance with Florida Statute 287.057.

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 bidder 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.

#### **5.16 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.

#### **5.17 MyFloridaMarketPlace (MFMP) Registration**

Each vendor 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 in 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](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 the [Department of Management Services](#).

#### **5.18 Certificate of Authority**

All corporations, limited liability companies, corporations not for profit, and partnerships seeking to do business with the State must be registered with the Florida Department of State in accordance with the provisions of Chapter 607, 608, 617, and 620, Florida Statutes, respectively.

#### **5.19 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.

## 5.20 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.

## 5.21 Vendor Substitute W-9

The State of Florida Department of Financial Services (DFS) needs all vendors that do business with the state to electronically submit a Substitute W-9 Form to <https://flvendor.myfloridacfo.com>. Forms can be located at the same website once a registration has been completed. Answers to frequently asked questions related to this requirement are found at: <https://flvendor.myfloridacfo.com>. DFS is ready to assist vendors with additional questions. You may contact their Customer Service Desk at 850-413-5519 or [FLW9@myfloridaacfo.com](mailto:FLW9@myfloridaacfo.com)

## 5.22 Scrutinized Companies

In accordance with Section 287.135, Florida Statutes, agencies are prohibited from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List which have been combined to one [PFIA List of Prohibited Companies](#) which is updated quarterly. This list is created pursuant to section 215.473, Florida Statutes which provides that false certification may subject company to civil penalties, attorney's fees, and/or costs.

## 5.23 Required Certifications/Attestations

All vendors must sign and return with its response the Certification/Attestation Form, Attachment XII hereto, with their bid submission. **Any vendor failing to return this form will be considered nonresponsive.**

## 5.24 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, F.A.C. and Chapter 295.187, F.S. "Certified Veteran Business Enterprises".

## 5.25 Insurance

***This Invitation to Bid Special Condition takes precedence over General Conditions #35 in PUR 1000 (if applicable).***

The successful bidder shall not commence any work in connection with this ITB or any resultant Contract until he has obtained all of the below-listed types of insurance and such insurance has been approved by the Department. In addition, the successful bidder shall not permit or allow any subcontractor to commence work on the Contract resulting from this solicitation (if this Agreement is subcontracted) until all similar insurance required of the successful bidder has been obtained by the subcontractor and approved. All insurance policies shall be with insurers qualified and doing business in Florida. The successful bidder will be required to furnish proof of coverage of insurance by Certificates of Insurance naming the Department as an additional named insured.

The Department shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the successful bidder and/or subcontractor providing such insurance.

### 5.25.1 Workers' Compensation Insurance

The successful bidder shall secure and maintain, during the life of the Contract or other Agreement, Workers' Compensation insurance for all of his employees connected with the work of this project and in case any work is sublet, the successful bidder shall require the subcontractor similarly to provide Workers' Compensation insurance for all subcontractor employees unless such employees are covered by the protection afforded by the successful bidder. Such insurance shall comply fully with the Florida Workers' Compensation Law. In the event any class of employees engaged in hazardous work under the Contract resulting from this solicitation at the site of the project is not protected under the Workers' Compensation Statute, the successful bidder shall provide and cause each subcontractor to provide adequate insurance satisfactory to the Department for protection of any employees not otherwise protected.

### 5.25.2 Bidder's Public Liability and Property Damage Insurance

The successful bidder shall secure and maintain, during the life of the Contract or other Agreement, comprehensive general liability and comprehensive automobile liability insurance and shall provide the Department with a certificate of insurance naming the Department as an additional named insured. Such insurance shall protect the Department from claims for personal injury, including accidental death, as well as claims for property damage which may arise from any operations under the Contract or other Agreement whether such operations are conducted by himself or by anyone directly or indirectly employed by him.

### 5.25.3 Liability Insurance Coverage

The successful bidder agrees to provide at its sole expense adequate liability insurance coverage on a comprehensive basis and to hold such liability insurance at all times during the existence of the Contract. At a minimum, such insurance shall include the following: workers' compensation and employer's liability insurance per Florida statutory limits (currently \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate) covering all employees engaged in any Contract work; commercial general liability coverage on an occurrence basis in the minimum amount of \$500,000 (defense cost shall be in excess of the limit of liability), naming the State as an additional insured; and automobile liability insurance covering all vehicles, owned or otherwise,

used in the Contract work, with minimum combined limits of \$500,000, including hired and non-owned liability, and \$5,000 medical payment. Upon the execution of the Contract resulting from this solicitation, the successful bidder shall furnish the Department written verification supporting both the determination and existence 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 Contract shall not limit the types of insurance successful bidder may desire to obtain or be required to obtain by law. The Department reserves the right to require additional insurance where appropriate.

If the successful bidder is a state agency or subdivision as defined by 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.

## **SECTION 6.0 SPECIAL CONDITIONS**

***The following Special Conditions shall take precedence over Section 2.0 General Contract Conditions PUR1000 unless a statutorily required provision in the PUR 1000 supersedes:***

### **6.1 State Initiatives**

#### **6.1.1 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 bidders and subcontractors in this solicitation.

Information on Certified Minority Business Enterprises (CMBE) and Certified Service-Disabled Veteran Business Enterprises (CSDVBE) is available from the [Department of Management Services](#).

Diversity in Contracting documentation shall be submitted to the Contract Administrator and should identify any participation by diverse bidders and suppliers as prime vendors, subcontractors, 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 the Contract resulting from this solicitation.

#### **6.1.2 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 products and materials

with recycled content, and the intent of Section 403.7065 Florida Statutes. The bidder shall also provide a plan, if applicable, for reducing and or handling of any hazardous waste generated by the bidder'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 bidder's explanation of its company's hazardous waste plan and shall explain in detail its handling and disposal of this waste.

## **6.2 Copyrights, Right to Data, Patents and Royalties**

Where activities 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 the Contract resulting from this solicitation, 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. 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 119.084, Florida Statutes, and may not be copied or removed by any employee of the successful bidder 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 non-infringing. (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.

## **6.3 Independent Contractor Status**

The successful 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 successful 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.

**6.4 Assignment**

The successful bidder shall not assign its responsibilities or interests to another party without 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 successful bidder.

**6.5 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.

**6.6 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.

**ATTACHMENT I – PRICE PAGE  
DC ITB-14-050**

Basis of Award - A single award shall be made to the responsive, responsible bidder offering the lowest Total Bid for the items/services indicated in this ITB.

DATE:

TIME:

TO: State of Florida  
Department of Corrections  
Bureau of Procurement & Supply  
501 S. Calhoun Street  
Tallahassee, Florida 32399

The undersigned, hereinafter called "Bidder", having visited the site of the proposed project and being familiarized with the local conditions, nature and extent of the work, and having examined carefully the specifications, the Form of Agreement, and other Contract Documents with the Bond Requirements therein, proposes to furnish and install all labor, materials, equipment and other items, facilities, and services for the proper execution and completion of Multi-treatment center at the Marion Correctional Institution in full accordance with the specifications and in full accordance with the advertisement for bids, Instruction to Bidders, Agreement and all other documents relating thereto and if awarded the purchase order, to complete the said work within the time limits specified for the following bid price:

**Total Bid: \$** \_\_\_\_\_

If more or less work is required than that qualified by the specifications, the following unit prices shall be applicable:

<u>Items:</u>	<u>Unit Price</u>
<b>Materials and Labor to replace structural lumber</b>	<b>Cost per board foot: \$</b> _____

\_\_\_\_\_  
NAME OF BIDDER

\_\_\_\_\_  
FEID#

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
DATE



**ATTACHMENT II - BUSINESS REFERENCE FORM**

Vendor's/Respondent's Name: \_\_\_\_\_

Vendors/Respondents are required to submit with their bid, contact information for three (3) entities it has provided with services similar to those requested in this solicitation. The Department reserves the right to contact any and all entities in the course of this solicitation evaluation in order to make a fitness determination. The Department will make only two attempts to contact each entity. The Department's determination is not subject to review or challenge.

1.) Name of Company/Agency: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

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

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

2.) Name of Company/Agency: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

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

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

3.) Name of Company/Agency: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

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

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

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

**ATTACHMENT III - CERTIFICATION/ATTESTATION FORM**

1. **Experience:** This is to certify that the bidder has at least three (3) years of construction experience and is certified as a General or Roofing Contractor with experience in roof replacement.
2. **Authority to Legally Bind the Proposer:**  
This is to certify that the person signing the Florida Department of Corrections ITB Contractual Services' Cover Sheet and this Certification/Attestation Page is authorized to make this affidavit on behalf of the firm, and its owner, directors and officers. This person is the person in the Bidder's firm responsible for the prices and total amount of this Bid and the preparation of the Bid.
3. **Acceptance of Terms and Conditions:**  
This is to certify that the Bidder will comply with all terms and conditions contained within the ITB.
4. **Certification of Minimum Service Requirements:** This is to certify that the services proposed meet or exceed the minimum service requirements as specified in this ITB. Furthermore, this is to certify that the bid submission contains no deviations from the requirements of the ITB.
5. **Statement of No Involvement:**  
This is to certify that the person signing the bid has not participated, and will not participate, in any action contrary to the terms of this ITB.
6. **Statement of No Inducement:**  
This is to certify that no attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a Bid-with regard to this ITB. Furthermore this is to certify that the Bid contained herein is submitted in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other non-competitive bid.
7. **Statement of Non-Disclosure:**  
This is to certify that neither the price(s) contained in this Bid, nor the approximate amount of this bid have been disclosed prior to award, directly or indirectly, to any other bidder-or to any competitor.
8. **Statement of Non-Collusion:**  
This is to certify that the prices and amounts in this Bid have been arrived at independently, without consultation, communications, or agreement as to any matter relating to such prices with any other bidder or with any competitor and not for the purpose of restricting competition.
9. **Non-Discrimination Statement:**  
This is to certify that the Bidder does not discriminate in their employment practices with regard to race, creed, color, national origin, age, gender, marital status or disability.
10. **Unauthorized Alien Statement:**  
This is to certify that the Bidder does not knowingly employ unauthorized alien workers.
11. **Statement of No Investigation/Conviction:**  
This is to certify that Bidder, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
12. **Scrutinized Companies Lists:**  
If value of this solicitation is greater than or equal to \$1 Million, then the Bidder certifies they are not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

Name of Organization: \_\_\_\_\_

Signed by: \_\_\_\_\_

Title: \_\_\_\_\_

being duly sworn deposes and says that the information herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

## ATTACHMENT IV - PURCHASE ORDER TERMS AND CONDITIONS

**STATE OF FLORIDA  
DEPARTMENT OF CORRECTIONS  
AND  
FLORIDA COMMISSION ON OFFENDER REVIEW  
Revised: August, 2014**

The following purchase order terms and conditions apply to all vendors doing business with the Florida Department of Corrections and the Florida Commission on Offender Review. The term "Department" usually refers to both agencies or it can mean either one of the Agencies.

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 here 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 the Department'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. 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'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 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 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 Contractor 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 Contractor will also comply with all Department policies and procedures that relate to PREA.
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 V - SECURITY REQUIREMENTS FOR CONTRACTORS

- (1) FS 944.47: Except through regular channels as authorized by the officer-in-charge of the correctional institution, it is unlawful to introduce into or upon the grounds of any state correctional institution, or to take or attempt to take or send or attempt to send there from any of the following articles, which are hereby declared to be contraband.
  - (a) Any written or recorded communication or any currency or coin given or transmitted, or intended to be given or transmitted, to any inmate of any state correctional institution.
  - (b) Any article of food or clothing given or transmitted, or intended to be given or transmitted, to any inmate of any state correctional institution.
  - (c) Any intoxicating beverage or beverage which causes or may cause an intoxicating effect.
  - (d) Any controlled substance or any prescription or nonprescription drug having a hypnotic, stimulating or depressing effect.
  - (e) Any firearm or weapon of any kind or any explosive substance. (This includes any weapons left in vehicles)

A person who violates any provision of this section as it pertains to an article of contraband described in subsections (1) a & (1) b is guilty of a felony of the third degree. In all other cases, a violation of a provision of this section constitutes a felony of the second degree.

- (2) Do not leave keys in ignition of motor vehicles. All vehicles must be locked and windows rolled up when parked on state property. Wheel locking devices may also be required.
- (3) Keep all keys in your pockets.
- (4) Confirm, with the Institutional Warden, where construction vehicles should be parked.
- (5) Obtain formal identification (driver's license or non-driver's license obtained from the Department of Highway Safety and Motor Vehicles). This identification must be presented each time you enter or depart the institution and at the request of Departmental staff.
- (6) Absolutely no transactions between contract personnel and inmates are permitted. This includes, but is not limited to, giving or receiving cigarettes, stamps, or letters.
- (7) No communication with inmates, verbal or otherwise, is permitted without the authorization of the officer-in-charge.
- (8) Strict tool control will be enforced at all times. Tools within the correctional institution are classified as AA, A, or B. Class AA tools are defined as any tool that can be utilized to cut chain link fence fiber or razor wire in a rapid and effective manner. Class A tools are defined as those tools which, in their present form, are most likely to be used in an escape or to do bodily harm to staff or inmates. Class B tools are defined as tools of a less hazardous nature. Every tool is to be geographically controlled and accounted for at all times. At the end of the workday, toolboxes will be removed from the compound or to a secure area as directed by security staff. You must have two copies of the correct inventory with each tool box, one copy will be used and retained by security staff who will search and ensure a proper inventory of tools each time the tool box is brought into the facility, the other copy will remain with the tool box at all times. Tools should be kept to a minimum (only those tools necessary to complete your job). All lost tools must be reported to the Chief of Security (Colonel or Major) immediately. No inmate will be allowed to leave the area until the lost tool is recovered.
- (9) Prior approval must be obtained from the Chief of Security prior to bringing any powder-activated tools onto the compound. Strict accountability of all powder loads and spent cartridges is required.
- (10) All persons and deliveries to be on Departmental lands will enter and exit by only one designated route to be determined by the Department and subject to security checks at any time. As the security check of vehicles is an intensive and time consuming (10-15 minutes) process, the contractor is requested to minimize the number of deliveries.
- (11) Establish materials storage and working areas with the Warden and/or Chief of Security.

- (12) Control end-of-day construction materials and debris. Construction materials and debris can be used as weapons or as a means of escape. Construction material will be stored in locations agreed to by security staff and debris will be removed to a designated location. Arrange for security staff to inspect the project area before construction personnel leave. This will aid you in assuring that necessary security measures are accomplished.
- (13) Coordinate with the Warden and Chief of Security regarding any shutdown of existing systems (gas, water, electricity, electronics, sewage, etc.). Obtain institutional approval prior to shutting down any existing utility system. Arrange for alternative service (if required) and expeditious re-establishment of the shutdown system.
- (14) All staff and equipment will maintain a minimum distance of 100 feet from all perimeter fencing.
- (15) With the intent of maintaining security upon the institution's grounds, a background check will be made upon all persons employed by the contractor or who work on the project. The Department, represented by the Institution's Warden, reserves the right to reject any person whom it determines may be a threat to the security of the institution.

## ATTACHMENT VI - SPECIFICATIONS

### SECTION 07540

#### THERMOPLASTIC SINGLE-PLY ROOFING

#### PART 1 GENERAL

##### 1.01 SUMMARY

- A. Section Includes
  - 1. Thermoplastic Polyolefin Single-Ply Roofing Membrane.

##### 1.02 SCOPE

- A. Tear off roofing to the Concrete Deck including the light weight concrete.
- B. Prime concrete deck with Matrix® 307 primer, or equal.
- C. Install a temporary roof using Ruberoid® SBS Heat-Weld® Smooth, or equal.
- D. Pour LWIC either Mearlcrete, Elastizell, Concrecel, or Cellcore.
- E. Adhere EverGuard® TPO 60mil Fleece backed membrane with GAF 2-part adhesive in a spatter pattern as per FBC 5293-R-14 attachment LWC-54, or equal.

##### 1.03 REFERENCES

- A. Factory Mutual (FM Global) - *Approval Guide*
- B. Underwriters Laboratories (UL) - *Roofing Systems and Materials Guide* (TGFU R1306)
- C. American Society for Testing and Materials (ASTM) - *Annual Book of ASTM Standards*
- D. Sheet Metal and Air Conditioning Contractors National Association, Inc. (SMACNA) - *Architectural Sheet Metal Manual*
- E. National Roofing Contractors Association (NRCA)
- F. American Society of Civil Engineers (ASCE)
- G. U.S. Green Building Council (USGBC)

##### 1.04 DEFINITIONS

- A. Roofing Terminology: Refer to ASTM D1079 and the glossary of the National Roofing Contractors Association (NRCA) *Roofing and Waterproofing Manual* for definitions of roofing terms related to this section.

##### 1.05 SUBMITTALS

- A. Product Data: Provide product data sheets for each type of product indicated in this section.
- B. Shop Drawings: Provide manufacturers standard details and approved shop drawings for the roof system specified.
- C. Samples: Provide samples of insulations, fasteners, membrane materials and accessories for verification of quality.



- D. Certificates: Installer shall provide written documentation from the manufacturer of their authorization to install the roof system, and eligibility to obtain the warranty specified in this section.

#### **1.06 QUALITY ASSURANCE**

- A. Manufacturer's Qualifications: Manufacturer shall provide a roofing system that meets or exceeds all criteria listed in this section.
- B. Installer's Qualifications:
  - 1. Installer shall be an approved contractor as defined and certified by the Manufacturer.
- C. Source Limitations: All components listed in this section shall be provided by a single manufacturer or approved by the primary roofing manufacturer.
- D. Final Inspection  
Manufacturer's representative shall provide a comprehensive final inspection after completion of the roof system. All application errors must be addressed and final punch list completed.

#### **1.07 PRE-INSTALLATION CONFERENCE**

- A. Prior to scheduled commencement of the roofing installation and associated work, conduct a meeting at the project site with the installer, architect, owner, Manufacturer's representative and any other persons directly involved with the performance of the work. The installer shall record conference discussions to include decisions and agreements reached (or disagreements), and furnish copies of recorded discussions to each attending party. The main purpose of this meeting is to review foreseeable methods and procedures related to roofing work.

#### **1.08 PERFORMANCE REQUIREMENTS**

- A. Provide an installed roofing membrane and base flashing system that does not permit the passage of water, and will withstand the design pressures calculated in accordance with the most current revision of ASCE 7.
- B. Contractor shall provide all primary roofing materials that are physically and chemically compatible when installed in accordance with manufacturers current application requirements.

#### **1.09 REGULATORY REQUIREMENTS**

- A. All work shall be performed in a safe, professional manner, conforming to all federal, state and local codes.

#### **1.10 DELIVERY, STORAGE AND HANDLING**

- A. Deliver all roofing materials to the site in original containers, with factory seals intact.
- B. Store all pail goods in their original undamaged containers in a clean, dry location within their specified temperature range.
- C. Do not expose materials to moisture in any form before, during, or after delivery to the site. Reject delivery of materials that show evidence of contact with moisture.
- D. Remove manufacturer supplied plastic covers from materials provided with such. Use "breathable" type covers such as canvas tarpaulins to allow venting and protection from weather and moisture. Cover and protect materials at the end of each work day. Do not remove any protective tarpaulins until immediately before the material will be installed.
- E. Materials shall be stored above 55°F (12.6°C) a minimum of 24 hours prior to application.

## 1.11 PROJECT CONDITIONS

### A. Weather

1. Proceed with roofing only when existing and forecasted weather conditions permit.
2. Ambient temperatures must be above 45°F (7.2°C) when applying hot asphalt or water based adhesives.

## 1.12 WARRANTY

### A. Provide Manufacturers guarantee with single source coverage and no monetary limitation where the manufacturer agrees to repair or replace components in the roofing system, which cause a leak due to a failure in materials or workmanship.

1. Duration: Twenty (20) years from the date of completion.

### B. TPO Reflectivity Limited Warranty: Manufacturer warrants to the original building owner, that the TPO white roof membrane will meet or exceed the initial and "aged" ENERGY STAR® reflectivity requirements for low slope roofing membranes (65% initial, 50% aged) when installed and maintained in accordance with Manufacturer's requirements. The aged reflectivity shall meet or exceed these requirements when measured after cleaning the membrane in accordance with Manufacturer's recommendations.

## PART 2 PRODUCTS

### 2.01 ACCEPTABLE MANUFACTURER

- A. GAF® - 1361 Alps Road, Wayne, NJ 07470 (**Basis of Design**)
- B. John Mansfield
- C. Fire Stone Roofing Products
- D. For any Manufacturer's products not listed above, the bidder shall submit cut sheets/specifications by the dead line for questions listed in the Timeline Section, page 4. If the manufacturer's products are approved by the Department, the manufacturer's products will be listed in an addendum.

### 2.02 MEMBRANE MATERIALS

- A. A fleece-backed, polyester scrim reinforced thermoplastic polyolefin membrane with a nominal 0.060 inch (60 mil) thickness, for use as a single ply roofing membrane. Meets or exceeds the minimum requirements of ASTM D-6878. Each full roll contains approximately 1000 sq.ft. of roofing material, 10' X 100', weighing 350 lbs. Each half sheet roll contains approximately 500 sq.ft. of roofing material, 5' X 100', weighing 175 lbs. **EverGuard® TPO 60 mil Fleece-Back Membrane** thermoplastic single-ply roofing membrane by GAF.

### 2.03 FLASHING MATERIALS

- A. A fleece-backed, polyester scrim reinforced thermoplastic polyolefin membrane with a nominal 0.060 inch (60 mil) thickness, for use as a single ply roofing membrane. Meets or exceeds the minimum requirements of ASTM D-6878. Each full roll contains approximately 1000 sq.ft. of roofing material, 10' X 100', weighing 350 lbs. Each half sheet roll contains approximately 500 sq.ft. of roofing material, 5' X 100', weighing 175 lbs. **EverGuard® TPO 60 mil Fleece-Back Membrane** thermoplastic single-ply roofing membrane by GAF.

1. Color: White

### 2.04 ADHESIVES, SEALANTS and PRIMERS

#### A. **GAF® 2-Part Adhesive**

- B. Solvent based liquid, required to protect field cut edges of EverGuard TPO membranes. Applied directly from a squeeze bottle, **EverGuard TPO Cut Edge Sealant**, by GAF.

- C. Solvent based primer for preparing surfaces to receive butyl based adhesive tapes, **EverGuard Primer**, by GAF.
- D. Low VOC solvent based primer for preparing surfaces to receive butyl based adhesive tapes, **EverGuard TPO Low VOC Primer**, by GAF.
- E. Solvent based seam cleaner used to clean exposed or contaminated seam prior to heat welding, **EverGuard TPO Seam Cleaner**, by GAF.
- F. Low VOC TPO cleaner designed to clean exposed or contaminated seams prior to heat welding to remove any residual soap or revitalize aged membranes. Contains only 50 grams per liter of Volatile Organic Content and has been formulated using a blend of primarily VOC-exempt ingredients to be in compliance with air quality regulations for single ply roofing products. **EverGuard® CleanWeld® Low VOC Cleaner/Conditioner** by GAF®.
- G. Solvent based, trowel grade synthetic elastomeric sealant. Durable and UV resistant suitable for use where caulk is typically used. Available in 10 oz. tubes, **FlexSeal™ Caulk Grade** by GAF.
- H. Commercial grade roofing sealant suitable for sealing the upper lip of exposed termination bars and penetrations and around clamping rings and comes with a 20 yr ltd warranty against leaks caused by manufacturing defects. Meets the performance criteria of ASTM D412, ASTM D2196, ASTM D1475 and ASTM D1644, **FlexSeal™ Roof Sealant**, by GAF.
- I. One part butyl based high viscosity sealant suitable for sealing between flashing membrane and substrate surface behind exposed termination bars and for sealing between roofing membrane and drain flange. **EverGuard® Water Block**, by GAF.
- J. 100% solids epoxy based two-part sealant suitable for filling sealant pans at irregularly-shaped penetrations. Epoxy is part A. Polyamide is part B. **EverGuard® 2-Part Pourable Sealant**, by GAF.

## 2.05 ACCESSORIES

### A. FLASHING ACCESSORIES

1. A smooth type, unreinforced thermoplastic polyolefin based membrane for use as an alternative flashing/reinforcing material for penetrations and corners. Required whenever preformed vent boots cannot be used, available in White 0.055 inches (55 mils) nominal thickness and sheet size: 24in x 50ft. **EverGuard® TPO Detailing Membrane**, by GAF.
2. An 8 inch (20 cm) wide smooth type, polyester scrim reinforced thermoplastic polyolefin membrane strip for use as a cover strip over coated metal and stripping-in coated metal flanges and general repairs: 0.045 inches (45 mils) nominal thickness with 100 foot length, available in White **EverGuard® TPO Flashing Membrane**, by GAF.
3. Extruded aluminum termination bar with angled lip caulk receiver and lower leg bulb stiffener. Pre-punched slotted holes at 6" on center or 8" on center.  $\frac{3}{4}$ " x 10' with 0.090" cross section, **EverGuard® Lip Termination Bar**, by GAF.
4. A 6 inch (14 cm) wide, smooth type, heat-weldable polyester scrim reinforced thermoplastic polyolefin membrane strip. Designed for use as a cover strip over non-coated metal edges and flanges. Each full roll contains approximately 100 Lineal Ft. of material, 6" X 100'. **EverGuard® TPO Heat-Weld Cover Tape**, by GAF.
5. .045" reinforced TPO membrane with pressure sensitive adhesive, to be installed on horizontal surfaces using plates and fasteners as a base attachment in fully adhered systems. Size 6" x 100', **EverGuard® RTA (Roof Transition Anchor) Strip™**, by GAF.

6. 24 gauge steel with 0.025" thick TPO based film as required for fabrication into metal gravel stop and drip edge profiles, metal base and curb flashings, sealant pans, and scupper sleeves. Standard sheet size 4' x 10', sheet weight 47 lbs. Custom sizes available, **EverGuard® TPO Coated Metal**, by GAF.
  - a) Available Stock Colors: White

#### B. WALL & CURB ACCESSORIES

1. 55 mil TPO membrane and 24 gauge coated metal prefabricated into standard and custom size thru wall scuppers. Available in two sizes: 4" x 6" x 12" (l x w x d) with a 5.75" x 3.75" opening and 8" x 10" x 12" (l x w x d) with a 9.75" x 7.75" opening, **EverGuard® TPO Scupper**, by GAF.
2. .045" thick reinforced TPO membrane fabricated corners. Available in four standard sizes to flash curbs that are 24", 36", 48", and 60" in size. Four corners are required to flash the curb, **EverGuard® Corner Curb Wraps**, by GAF.
3. 0.045" thick molded TPO membrane outside corners of base and curb flashing. Hot-air welds directly to EverGuard TPO membrane. Size 4" x 4" with 6" flange, **EverGuard® TPO Universal Corners** by GAF.
4. 0.055" molded TPO membrane inside corners of base and curb flashing. Hot-air welds directly to Everguard TPO membrane. Size 6" x 6" x 5.5" high **EverGuard® TPO Preformed Corners** by GAF.
5. 8" diameter, nominal .050" vacuum formed unreinforced TPO membrane for use in flashing outside corners of base and curb flashings, **EverGuard® TPO Fluted Corner**, by GAF.

#### C. PENETRATION ACCESSORIES

1. 0.075" thick molded TPO membrane sized to accommodate most common pipe and conduits, (1" to 6" diameter pipes), including square tube. Hot-air welded directly to EverGuard TPO membrane, supplied with stainless steel clamping rings, **EverGuard® TPO Preformed Vent Boots** by GAF.
2. 0.045" thick molded TPO membrane preformed boots are split to accommodate most common pipes and conduits and available in three standard sizes, **EverGuard® TPO Split Pipe Boots**, by GAF.
3. 0.045" thick molded TPO membrane preformed square boots are split to accommodate most common square penetrations and conduits and available in three standard sizes, **EverGuard® TPO Square Tube Wraps**, by GAF.
4. .070 thick molded penetration pocket to provide structure and foundation for the application of a pourable sealant for a variety of roof penetrations, weldable and 9" x 6" x 4" (l x w x h). **EverGuard TPO Pourable Sealer Pocket**.
5. .055" thick smooth type, unreinforced thermoplastic polyolefin membrane designed for use as a conforming membrane seal over T-joints in 60 and 80 mil membrane applications. **EverGuard® TPO Drain** by GAF.
6. Aluminum drain unit coated with a weldable TPO compound. TPO membrane can be heat welded directly to the drain body, resulting in a strong, secure installation. Each drain is fitted with a BlueSeal® mechanical drain seal for a secure, tight seal into the building drain system. Available in two sizes ( 3" and 4"), and custom sizes are available. **Everguard® TPO Coated Metal Drain** by GAF®.

#### D. ROOF EDGE

1. Edge metal shall be either .032 Aluminum with a standard Kynar 500 finish with a .040 mil finish cleat or 24 ga stainless steel with a 22 ga stainless steel cleat.

## E. FIELD OF ROOF ACCESSORIES

1. Pre-manufactured expansion joint covers used to bridge expansion joint openings in a roof structure. Fabricated to accommodate all roof to wall and roof to roof applications, made of .060" reinforced TPO membrane, available in 5 standard sizes for expansion joint openings up to 8" wide. **EverGuard® TPO Expansion Joint Covers**, by GAF.
2. .055" thick smooth type, unreinforced thermoplastic polyolefin membrane designed for use as a conforming membrane seal over T-joints in 60 and 80 mil membrane applications. **EverGuard® T-Joint Patches**, by GAF.
3. 1/8" thick extruded and embossed TPO roll 34" x 50', heat welds directly to roofing membrane. Unique herringbone traction surface. Available in gray or yellow, **EverGuard® TPO Walkway Rolls**, GAF.

## PART 3 EXECUTION

### 3.01 EXAMINATION

- A. Verify that the surfaces and site conditions are ready to receive work.
- B. Verify that the deck is supported and secured.
- C. Verify that the deck is clean and smooth, free of depressions, waves, or projections, and properly sloped to drains, valleys, eaves, scuppers or gutters.
- D. Verify that the deck surfaces are dry and free of ice or snow.
- E. Verify that all roof openings or penetrations through the roof are solidly set, and that all flashings are tapered.

### 3.02 SUBSTRATE PREPARATION

- A. Structural Concrete Deck
  1. Minimum deck thickness for structural concrete is 4" (10.2 cm).
  2. Only poured in place concrete decks that provide bottom side drying are acceptable. Decks that are installed over non-vented metal decks or pans that remain in place may trap moisture in the deck beneath the roof system and are not acceptable.
  3. The roof deck shall be properly cured prior to application of the roofing system; twenty-eight (28) days is normally required for proper curing. Curing agents must be checked for compatibility with roofing materials. Prior to the installation of the roof assemblies, GAF recommends the evaluation of the surface moisture and deck's dryness through the use of ASTM D-4263 or hot bitumen test.
  4. The deck must be smooth, level and cannot be wet or frozen. If deck is determined to be wet, it must be allowed to dry.
  5. Treat cracks greater than 1/8" (3 mm) in width in accordance with the deck manufacturer's recommendations.
  6. Sumps for the roof drains shall be provided in the casting of the deck.
  7. When insulation or roofing is to be adhered with hot asphalt, prime the deck with asphalt/concrete primer, ASTM D 41 at the rate of one gallon per 100 square feet (0.4 L/m<sup>2</sup>). Allow the primer to dry prior to the application of the roofing system.
  8. In all retrofit roof applications, it is required that deck be inspected for defects. Any defects are to be corrected per the deck manufacturer's recommendations prior to the new roof application.
- B. Tear-Off existing LWIC to concrete deck, install temporary roofing: prime existing concrete with Matrix® 307 primer, Torch apply one layer Ruberoid® SBS Heat Weld™ Smooth per GAF® requirements.
- C. Lightweight Insulating Concrete Deck
  1. Lightweight insulating concrete decks are required to have a minimum thickness of 2" (5.1 cm), a minimum compressive strength of 125 psi (87,000 kg/m<sup>2</sup>) and a minimum density of 22 pcf (352 kg/m<sup>2</sup>). Individual deck

manufacturer's standards apply when their specifications exceed the minimum thickness, compressive strength, or density requirements.

2. The lightweight insulating deck/fill must be installed by an applicator approved by the deck manufacturer.
3. The roof system shall be installed immediately following deck curing to prevent damage from exposure to precipitation. The deck manufacturer determines the minimum curing time and maximum exposure limitations.
4. LWIC should not be poured during rainy periods. Deck areas that have frozen before they have cured must be removed and replaced. Decks which receive precipitation prior to installation of the roof membrane must be checked for moisture content and dryness.
5. The moisture content of existing LWIC must be under 20% when insulation is to be fastened directly to it. Where moisture content exceeds 20%, a layer of Stratavent Eliminator Venting Base Sheet must be installed prior to the insulation.
6. Where the mean January temperature (Reference current ASHRAE Fundamentals Handbook) is below 40° F (4.4°C), lightweight insulating concrete decks must be poured and roofed between April 1<sup>st</sup> and October 31<sup>st</sup>; this type of deck is unacceptable in Alaska.
7. Lightweight insulating concrete decks are acceptable only on slopes up to 1" per foot (8.3 cm/m).

### 3.03 INSTALLATION - GENERAL

- A. Install GAF's EverGuard® TPO roofing system according to all current application requirements in addition to those listed in this section.
- B. GAF EverGuard® TPO Specification #: TFATN60FB
- C. Start the application of membrane plies at the low point of the roof or at the drains, so that the flow of water is over or parallel to, but never against the laps.

### 3.04 MEMBRANE APPLICATION

- A. Fully Adhered:
  1. Place membrane so that wrinkles and buckles are not formed. Any wrinkles or buckles must be removed from the sheet prior to permanent attachment. Roof membrane shall be fully adhered immediately after it is rolled out, followed by welding to adjacent sheets.
  2. Overlap roof membrane a minimum of 3" (15 cm) for side laps and 3" (15 cm) for end laps.
  3. Install membrane so that the side laps run across the roof slope lapped towards drainage points.
  4. All exposed sheet corners shall be rounded a minimum of 1".
  5. Use full width rolls in the field and perimeter region of roof.
  6. Use appropriate bonding adhesive for substrate surface, applied with a solvent-resistant roller, brush or squeegee.
  7. Apply GAF® 2-Part Adhesive in a "spatter pattern" onto the substrate by dispensing the adhesive in a spray pattern similar to the action required when hand watering a flower bed, applied at a rate of 3.75 lb/sq. and rolled in with a 150 lb. weighted roller. The spatter pattern should yield a heavily textured, even coating of approximately 3/4" to 1/2" nominal thickness height on the peaks of the spattered adhesive.
    - a) As per Florida Building Code 01506.09.05-R-15 for FL5293-R14 page 55 of 76.
  8. Prevent seam contamination by keeping the adhesive application a few inches back from the seam area.
  9. Adhere approximately one half of the membrane sheet at a time. One half of the sheet's length shall be folded back in turn to allow for adhesive application. Lay membrane into adhesive once the bonding adhesive is tacky to the touch.
  10. Roll membrane with a weighted roller to ensure complete bonding between adhesive and membrane.
  11. Membrane laps shall be heat-welded together. All welds shall be continuous, without voids or partial welds. Welds shall be free of burns and scorch marks.
  12. Weld shall be a minimum of 1-1/2" in width for automatic machine welding and a minimum 2" in width for hand welding.
  13. All cut edges of reinforced membrane must be sealed with EverGuard® TPO Cut Edge Sealant.
  14. Supplemental membrane attachment is required at the base of all walls and curbs, and where the angle of the substrate changes by more than five (5) degrees (1" in 12"). Roofing membrane shall be secured to the

structural deck with appropriate Drill-Tec™ screws and plates spaced every 12" o.c. The screws and plates must be installed no less than ½" from the membrane edge. Alternatively, the roofing membrane may be turned up the vertical plane a minimum of 3" and secured with screws and termination bar. Fastener spacing is the same as is used for in-lap attachment. The termination bar must be installed within 1-1/2" to 2" of the plane of the roof membrane, with a minimum of 1" of membrane extending above the termination bar.

15. Supplemental membrane attachment to the structural deck is required at all penetrations unless the insulation substrate is fully adhered to the deck. Roofing membrane shall be secured to the deck with appropriate Drill-Tec™ screws and plates.
16. Fasteners must be installed to achieve the proper embedment depth. Install fasteners without lean or tilt.
17. Install fasteners so that the plate or termination bar is drawn down tightly to the membrane surface. Properly installed fasteners will not allow the plate or termination bar to move (underdriving), but will not cause wrinkling of the membrane (overdriving).

### 3.05 FLASHINGS

- A. All penetrations must be at least 24" (61 cm) from curbs, walls, and edges to provide adequate space for proper flashing.
- B. Flash all perimeter, curb, and penetration conditions with coated metal, membrane flashing, and flashing accessories as appropriate to the site condition.
- C. All coated metal and membrane flashing corners shall be reinforced with preformed corners or non-reinforced membrane.
- D. Hot-air weld all flashing membranes, accessories, and coated metal. A minimum 2" wide (hand welder) weld or minimum 1 - 1/2" automatic machine weld is required.
- E. Non-coated metal edge details must be installed in accordance with current EverGuard® construction details and requirements.
- F. All twenty (20) year EverGuard® systems require the use of coated metal edges where applicable. Bonding adhesive and/or cover tape is not acceptable.
- G. All cut edges of reinforced membrane must be sealed with EverGuard® TPO Cut Edge Sealant.
- H. Consult the EverGuard® *Application and Specifications Manual* or GAF Contractor Services for more information on specific construction details.

### 3.06 TRAFFIC PROTECTION

- A. Install walkway rolls at all roof access locations and other designated locations including roof-mounted equipment work locations and areas of repeated rooftop traffic.
- B. Walkway pads must be spaced 2" apart to allow for drainage between the pads.
- C. Heat-weld walkway rolls to the roof membrane surface continuously around the perimeter of the roll.
- D. Walkway rolls may be installed with TPO primer and 3" seam tape.
  1. Roll or brush the TPO primer on the back of the TPO pad along the edges and down the middle length of the pad.
  2. Clean and prime the roof membrane where the pad will be installed.
  3. Install tape to the back of the cleaned area of the pad and roll in with a silicone hand roller.
  4. Remove release paper and install the tapes pads directly onto the roof membrane. Roll pads to secure in place.

### **3.07 ROOF PROTECTION**

- A. Protect all partially and fully completed roofing work from other trades until completion.
- B. Whenever possible, stage materials in such a manner that foot traffic is minimized over completed roof areas.
- C. When it is not possible to stage materials away from locations where partial or complete installation has taken place, temporary walkways and platforms shall be installed in order to protect all completed roof areas from traffic and point loading during the application process.
- D. Temporary tie-ins shall be installed at the end of each workday and removed prior to commencement of work the following day.

### **3.08 CLEAN-UP**

- A. All work areas are to be kept clean, clear and free of debris at all times.
- B. Do not allow trash, waste, or debris to collect on the roof. These items shall be removed from the roof on a daily basis.
- C. All tools and unused materials must be collected at the end of each workday and stored properly off of the finished roof surface and protected from exposure to the elements.
- D. Dispose of or recycle all trash and excess material in a manner conforming to current EPA regulations and local laws.
- E. Properly clean the finished roof surface after completion, and make sure the drains and gutters are not clogged.
- F. Clean and restore all damaged surfaces to their original condition.

END OF SECTION





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ETH-28200

Ocala State Prison  
Medical Building

09/23/14



**SPECIFICATION: TFATN60FB**

COMPONENT	TYPE	REQUIRED	ATTACHMENT	RATE OF APPLICATION
DECK	Concrete	Tear-off existing roof including LWC		
PRIMER	Matrix™ 307 Premium Asphalt Primer ASTM D-41	One (1) coat	Spray, brush or roller	1 gallon per 100 sq ft
VAPOR RETARDER	RUBEROID® HW Smooth ASTM D-6164	One (1) ply	Heat welded	Fully adhered
LWC POUR	Install new LWC in accordance with manufacturer's requirements			
SINGLE PLY MEMBRANE	EverGuard® TPO 60 mil Fleece Back Membrane ASTM D-6878	One (1) ply	GAF® 2-Part Roofing Adhesive	Applied in a "spatter pattern" at a rate of 3.75 lb/sq and rolled in with a 150 lb. weighted roller.
FLASHING MEMBRANE	EverGuard® TPO 60 mil Membrane ASTM D-6878	One (1) ply	EverGuard® TPO 1121 Bonding Adhesive	60 sq ft/gallon per surface for solvent based adhesive applied to both the substrate surface and the underside of the membrane
WARRANTY	WeatherStopper® EverGuard® Diamond Pledge™ ND L Roof Guarantee	Twenty (20) years		GUARANTEE FEE IS APPLICABLE

All GAF®, MWeld®, Topcoat®, Matrix™, MajorSeal™ and Metalastic® accessories shall be used where applicable. This system shall be installed by a GAF® Master or Master Select™ Contractor.

The above listed roof system provides up to -300 psf of wind uplift resistance in the field of the roof when installed in accordance with Trinity ERD Evaluation Report # 01506.09.05-R15 for FL5293-R14, system no. LWC-54.

GAF has provided the above fastening pattern solely as a courtesy and recommends that the uplift resistance requirements be verified by a design professional.

Each roof has unique requirements. This specification is a graphic representation of products and their installation. To properly assess specific roofing needs, code compliance, system configurations and warranty eligibility, contact Contractor Services. Note: Your Area Field Services or Technical Services Managers are the only employees who can approve any deviation from GAF's published specification manual(s). Always review the appropriate Application & Specification Manual (EverGuard, Topcoat or GAF Asphaltic) before commencing this project, as the Manual may contain information that is important for a successful installation.

This Cut Spec specification shall not waive, supersede or alter the requirements and recommendations found in the most current Application & Specification Manual(s) referenced above, printed technical bulletins or specific correspondence drafted for this project by the Area Field Services or Technical Services Manager.

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