

**Agency for Persons with Disabilities
State of Florida
Sunland**



agency for persons with disabilities
State of Florida

**INVITATION TO BID
(ITB)**

FOR

**FRESH PRODUCE
ITB #APD 18/19-007a**

COMMODITY CODES: 50300000, 50400000

Bid Opening Date:

March 4, 2019 at 3:00 P.M. (EST)

MAIL OR DELIVER BID REPLIES/RESPONSES TO:

Alicia Ponchak

Agency for Persons with Disabilities

4030 Esplanade Way Suite 215

Tallahassee, Florida 32399-0950

Telephone: (850) 414-8879

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SECTION 1 - INTRODUCTION

1.1 Statement of Need

The Agency for Persons with Disabilities (Agency) at Sunland located at 3700 Williams Drive in Marianna, Florida and Tacachale located at 1621 NE Waldo Road in Gainesville, Florida are Intermediate Care Facilities for the Developmentally Disabled. Residents live in homes and every effort is put forth to provide them with a typical home-like setting. The facilities provide complete care for the residents. **The Agency's need is to establish an agreement between a vendor or vendors for the purchase and delivery of a variety of fresh produce for the Agency.**

1.2 Statement of Purpose

The purpose of this Invitation to Bid (ITB) is to secure a purchase order agreement with a responsive and responsible vendor(s). The vendor(s) shall provide a firm, fixed price per bid unit for each fresh produce item listed on Appendix VII Price Sheet.

1.3 Successful Bidder

The successful lowest bidder(s) will be asked to deliver fresh produce to Sunland and Tacachale. The vendor shall provide just-in-time inventory and immediate delivery.

Bidder shall provide a firm fixed markup percentage per case or pound and actual cost price per item. This percentage may be the same or different for all commodities listed on Appendix VII Price Sheet. An estimated quantity is specified in Appendix VII Price Sheet.

This ITB shall be offered Free On-Board destination with freight charges being the responsibility of the vendor(s). Pricing shall include delivery and shall include any costs associated with the bid. The Agency will not accept any other costs not included on Appendix VII Price Sheet.

1.4 Term of Purchase Order

The agreement between the Agency and the vendor will be effective **March 15, 2019**. A blanket purchase order will be established to the successful vendor(s) through the MyFloridaMarketPlace (MFMP) system. The State of Florida Comptroller will issue payment. This agreement is effective for three (3) years. This agreement can be renewed for one-year term for an additional three-year period, pending both parties agree in writing. Renewal of the agreement shall be subject to the same terms and conditions set forth in the original ITB.

1.5 Renewal

This Special Condition takes precedence over General Conditions #26 in PUR1000.

The Contract/Purchase order resulting from this solicitation may be renewed for a period not to exceed three (3) years or the term of the original contract/purchase order, whichever is longer. The price for each potential renewal increments shall be submitted for evaluation by the Agency and shall not exceed 5% of the original bid price. The renewal may not include any compensation for costs associated with the renewal. Any renewal shall be in writing and subject to the same terms and conditions of the original bid. Any renewal shall be contingent upon satisfactory performance evaluations by the Agency and subject to the availability of funds. The Agency may negotiate a lower price at the time of renewal.

1.6 Cooperative Purchasing

Pursuant to their own governing laws, and subject to the agreement of the vendor, other governmental entities may be permitted to make purchases in accordance with the terms and conditions contained herein. The Agency shall not be a party to any transaction between the vendor and any other purchaser. As provided in Section 287.042(16), Florida Statutes (F.S.), other state agencies may purchase from the resulting contract, provided that the Department of Management Services has determined that the contract's use is cost-effective

and in the best interest of the State. Upon such approval, the vendor may, at its discretion, sell these commodities or services to additional agencies, upon the terms and conditions contained herein.

SECTION 2 - ITB PROCESS

2.1 Contact Person

The Procurement Officer is the sole point of contact for this ITB. The Procurement Officer for this ITB is:

Alicia Ponchak, Procurement Officer
4030 Esplanade Way
Suite 215
Tallahassee, FL 32399-0950
Telephone: (850) 414-8879
E-mail: Alicia.Ponchak@apdcares.org

2.2 Posting

All notices, decisions, intended decisions, and other matters relating to the procurement will be electronically posted on the State of Florida Vendor Bid System at:

http://www.myflorida.com/apps/vbs/vbs_main_menu

It is the responsibility of those submitting a response to the solicitation to obtain the results from the Internet posting in sufficient time to protect their own interests should they care to do so.

2.3 Limitation on Contacting Agency Personnel

Pursuant to section 287.057(23), F.S., bidders to this solicitation or persons acting on their behalf may not contact, between the release of this solicitation and the end of the seventy-two (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 identified in Section 2.1, Contact Person as provided in the procurement documents. Violation of this provision may be grounds for rejecting a response.

2.4 Calendar of Events and Deadlines

Listed below are the important activities and dates/times by which the actions must be taken and completed. If the Agency finds it necessary to change any of these dates/times, it will be accomplished by addendum posted pursuant to section 2.2 above. All listed times are local times in Tallahassee, Florida, (Leon County) Eastern Standard Time (EST).

<u>ACTIVITY</u>	<u>DUE DATE</u>	<u>TIME</u>	<u>LOCATION</u>
ITB Advertise and Release Date	02/18/2019		Vendor Bid System: http://www.myflorida.com/apps/vbs/vbs_main_menu
Questions submitted in writing	02/25/2019	Prior to 3:00 P.M.(EST)	Inquiries sent to Procurement Officer via email: Alicia.Ponchak@apdcares.org
Answers to Questions	2/27/2019		Posted electronically via the following Internet site: http://www.myflorida.com/apps/vbs/vbs_main_menu
Receive All Sealed Bids & Bid Opening Date	03/04/2019	Must be received prior to 3:00 P.M.(EST)	Agency for Persons with Disabilities Attn: Alicia Ponchak 4030 Esplanade Way Suite 215 Tallahassee, Florida 32399-0950
Anticipated Posting of Intent to Award	03/07/2019		Vendor Bid System: http://www.myflorida.com/apps/vbs/vbs_main_menu
Anticipated Effective Date of Purchase Order	3/13/2019		

2.5 Bidder Questions

Any inquiries from bidders concerning this ITB shall be submitted by email, identifying the submitter, to the Contact Person listed in Section 2.1 and must be received no later than the date and time specified in Section 2.4, Calendar of Events and Deadlines. It is the responsibility of the bidder to confirm receipt of e-mailed inquiries.

Copies of the responses to all inquiries, including written Agency clarifications and/or addenda, if made to the ITB, will be made available through electronic posting on the MyFlorida.com website at:

http://www.myflorida.com/apps/vbs/vbs_main_menu

It is the responsibility of all potential bidders to monitor this site for any changing information prior to submitting their bid.

2.6 Withdrawal of Bids

A submitted bid may be withdrawn by submitting a written request for its withdrawal to the Agency, signed by the vendor within 72 hours after the bid opening time and date indicated in Section 2.4, Calendar of Events and Deadlines. A request received in accordance with this provision may be granted by the Agency upon proof of the impossibility to perform based upon an obvious error on the part of the vendor.

2.7 Acceptance/Rejection of Bids

Bids must be received by the Agency no later than the time, date and location as indicated in Section 2.4, Calendar of Events and Deadlines. Any bid submitted shall remain a valid offer at least ninety (90) days after the bid submission date. No changes, modifications or additions to the bids submitted after the deadline for the bid opening has passed will be accepted by or be binding on the Agency.

Bids not received either at the specified location, or by the specified date and time, or both, will be rejected. Rejected bids will be returned unopened to the vendor.

The Agency reserves the right to withdraw the ITB or to waive minor irregularities at any time, including after an award is made, when to do so would be in the best interest of the State of Florida, and by doing so the Agency assumes no liability to any prospective vendor. Minor irregularity is defined as a variation from the ITB terms and conditions that does not affect the price of the bid or give the vendor an advantage or benefit not enjoyed by other vendors, or adversely affect the interest of the Agency. At its option, the Agency may correct minor irregularities but is under no obligation whatsoever to do so.

2.8 Bid Opening

Bids will be publicly opened at the time and date specified in Section 2.4, Calendar of Events and Deadlines. The name of all bidders submitting bids shall be made available to interested parties upon written request to the Procurement Officer.

2.9 Notice of Intent to Award

The Notice of Intent to Award shall be posted on the Vendor Bid System by the date stated in Section 2.4, Calendar of Events and Deadlines at the following site:

http://www.myflorida.com/apps/vbs/vbs_www.main_menu

The Agency shall award the contract with reasonable promptness by written notice to the responsible and responsive vendor that submits the lowest responsive bid.

If the notice of award is delayed, in lieu of posting the notice of intended award, the Agency shall post a notice of the delay and a revised date for posting the notice of intended award.

2.10 Protests and Disputes

Any person who is adversely affected by the terms, conditions and/or specifications contained in a solicitation, including any provisions governing the methods for ranking bids, proposals, or replies, awarding purchase orders, reserving rights of further negotiation, or modifying or amending any written agreement shall file a notice of protest in writing within 72 hours (Saturdays, Sundays and state holidays excluded) after the posting of the solicitation or decision or intended decision. **FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.57(3), F.S., OR FAILURE TO POST THE BOND OR OTHER SECURITY REQUIRED BY LAW WITHIN THE TIME ALLOWED FOR FILING A BOND SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, F.S.**

In accordance with Section 287.042(2)(c), F.S., when protesting a decision or intended decision the protestor must post a bond equal to one percent (1%) of the Agency's estimated contract amount. The estimated contract amount shall be based upon the contract price submitted by the protestor. If no contract price was

submitted, the Agency shall provide the estimated contract amount to the protestor within seventy-two (72) hours (excluding Saturdays, Sundays and state holidays) after the notice of protest has been filed. The estimated contract amount is not subject to protest pursuant to section 120.57(3), F. S. The bond shall be conditioned upon the payment of all costs and charges that are adjudged against the protestor in the administrative hearing in which action is brought and in any subsequent appellate court proceeding. In lieu of a bond the Agency may accept a cashier's check, official bank check, or money order in the amount of the bond. **FAILURE TO FILE THE PROPER BOND AT THE TIME OF FILING THE FORMAL WRITTEN PROTEST WILL RESULT IN A REJECTION OF THE PROTEST.**

SECTION 3 – SPECIFICATIONS

3.1 Fixed Fee Price Changes

The vendor may request a weekly charge increase or decrease to the fixed fee price listed on the Price Sheet by submitting a request to the DDC's as listed below in Section 3.5 Delivery, prior to the start of the new week.

3.2 Firm Mark Up Percentage

The vendor will give Firm Mark Up Percentage per case or pound on Appendix VII Price Sheet. The Markup shall mean the vendor's percentage to cover all costs associated with providing fresh produce to the Agency. All percentage mark-up must remain constant for each 90-day period by fiscal year quarters. All percentage changes must be submitted to the DDC's by the vendor at the start of each quarter. Quarters are as follows:

- Quarter 1 – July 1 – September 30
- Quarter 2 – October 1 – December 31
- Quarter 3 – January 1 – March 31
- Quarter 4 – April 1 – June 30

3.3 Mandatory Specifications

- a. All produce must have a USDA inspection sticker.
- b. All produce must be delivered in a refrigerated truck.
- c. All produce must stay fresh for a minimum of 24 hours. If not, vendor will be asked to pick up and/or give credit for that product.
- d. The Agency has the right to reject any produce upon delivery upon examination of freshness.
- e. The purchase order(s) may be cancelled by Sunland or Tacachale with at least a 30-day written notice.
- f. Bidders are required to examine carefully any specifications and other bidding documents to inform themselves thoroughly regarding any and all conditions and requirements that may in any manner affect the work.

3.4 Estimated Quantities

All quantities listed on Appendix VII Price Page are estimates. The Agency may purchase more or less of the quantities listed. Appendix VII lists the estimated quantities for a fiscal year. Seasonal periods may actually reflect increases or decreases of some items. All orders will be menu driven and actual selections for weekly orders will be based on menu requirements. These estimated usages are given only as a guide for preparing your bid and should not be construed as representing actual figures under this ITB or as the resulting purchase order.

3.5 Delivery

- a. Deliveries will be made to Sunland's Food Service Department, 3621 Reese Road, Marianna, FL 32446 and Tacachale Food Service Department, 1621 NE Waldo Road, Gainesville, FL 32609.
- b. Typically, deliveries will be made 3 times a week on Monday, Wednesday and Friday or as specified by the Sunland and Tacachale Food Service Directors or their designees.
- c. Deliveries to Sunland Food Service Department must be made between the hours of 7:00 a.m. and 12:00 noon, Central Standard Time, on the weekdays excluding State of Florida holidays.
- d. Deliveries to Tacachale Food Service Department must be made between the hours of 8:00 a.m. to 12:00 p.m., Eastern Standard Time, on the weekdays excluding State of Florida holidays.
- e. Storage and shipping temperature must meet all state and federal regulations.
- f. If the vendor packaging is different than Appendix VII Item Description, vendors must indicate this on Appendix VII, Price Sheet.
- g. Delivery shall be made in clean, closed vehicles. When transporting food items, the vehicles shall be maintained in good sanitary condition to prevent contamination of the supplies. Delivery vehicles used to deliver items under this agreement shall be subject to inspection for sanitation. Supplies transported in vehicles which are not sanitary, or which are not equipped to maintain prescribed temperatures, may be rejected without further inspection. Delivery vehicles shall be equipped to maintain the appropriate temperatures and product segregation as necessary to deliver products at proper temperature.
- h. The vendor will deliver the items in the quantity ordered, and on the date and time requested by the Agency. If the vendor cannot meet the delivery schedule, the Agency must be notified, and the delivery made on, or before, the new agreed upon delivery date.

SECTION 4 - VENDOR REQUIREMENTS**4.1 Bidder Qualifications**

The successful bidder shall have all applicable licenses and/or permits with the State of Florida, and must comply with all applicable federal, state, and local rules and regulations pertaining to the storage, handling, transporting, and installation of fresh produce.

4.2 Vendor Disqualification

Persons or affiliates placed on the Convicted Vendor List or the Discriminatory Vendor List are disqualified pursuant to Sections 7 and 8 of PUR 1001, which is located at the following website:

[PUR 1001](#)

4.3 Vendor Disqualifications for Previous Failure to Perform

In addition to other criteria set forth herein, failure to have performed any previous contractual obligations with the Agency in a manner satisfactory to the Agency will be a sufficient cause for disqualification or termination. To be disqualified as a vendor under this provision, the prospective vendor must have previously failed to satisfactorily perform in a contract with the Agency, been notified by the Agency of the unsatisfactory performance and failed to correct the unsatisfactory performance to the satisfaction of the Agency or had a contract terminated by the Agency for cause.

4.4 Vendor Invoicing

- a. Invoices will be accepted at time of delivery. Mailed invoices must be addressed to Sunland Accounting, 3700 Williams Drive, Marianna, FL 32446 and Tacachale Accounting, 1621 NE Waldo Road, Gainesville, Florida 32609. Each invoice must be itemized showing all items delivered to each location.
- b. Invoices mailed or emailed to Sunland Accounting, 3700 Williams Drive, Marianna, FL 32446 and Tacachale Accounting, 1621 NE Waldo Road, Gainesville, Florida 32609. Invoices can also be emailed to Sunland Accounting Department and Tacachale Accounting Department. The vendor will work with each office in establishing the appropriate email. The vendor agrees to be paid upon submission of properly certified invoice to the Agency for fresh produce purchased. Invoices shall be submitted to Sunland and Tacachale for each delivery made. The vendor shall submit invoices for fresh produce in sufficient detail for proper pre-audit and post audit.

4.5 Subcontractors

- a. The successful bidder may, only with prior written approval of the Agency, enter into written subcontracts for performance of specific services under the contract/purchase order resulting from this solicitation. Anticipated subcontract agreements known at the time of bid submission and the amount of the subcontract must be identified in the bid. If a subcontract has been identified at the time of bid submission, a copy of the proposed subcontract must be submitted to the Agency. No subcontract that the bidder enters into with respect to performance under the contract shall in any way relieve the bidder of any responsibility for performance of its contract responsibilities with the Agency. The Agency reserves the right to request and review information in conjunction with its determination regarding a subcontract request.

The successful bidder shall provide a monthly Subcontract Report summarizing all subcontracting/material suppliers performed during the prospective contract/purchase order period. This report shall include the name and address, Federal Employment Identification number and dollar amount expended for any subcontractor. A copy of this form shall be submitted to the Agency's designated Procurement Officer. The Agency for Persons with Disabilities encourages the use of Minority Women Business Enterprise (MWBE) and Service Disabled Veteran Business Enterprise (SDVBE) vendors for subcontracting opportunities. For assistance locating a certified MWBE or a SDVBE, contact the Agency for Persons with Disabilities Minority Coordinator (850-414-8879) or the Office of Supplier Diversity (850-487-0915), as needed.

In accordance with Executive Order No. 11-02, the selected vendor and all subcontractors assigned to perform work pursuant to the contract with the state agency shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all persons assigned by the subcontractor to perform work pursuant to the contract/purchase order with the agency.

- b. Subcontractors will be evaluated at time of bid opening.

4.6 Damage to Property

All Agency property shall be protected against damage by the vendor that might occur during or as a result of performance of this ITB or any resulting contract. The vendor shall indemnify and hold the Agency harmless for any property loss or damage caused by the vendor.

4.7 Correspondence

All correspondence with the Agency prior to this bid will be used for general information. All vendors must submit a sealed bid as specified in this ITB.

4.8 MyFloridaMarketPlace Transaction Fee

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement System, pursuant to subsection 287.057(22), F. S., all payments shall be assessed a Transaction Fee of one percent (1.0%), which the vendor shall pay to the State.

For payments within the State accounting system (Florida Accounting Information Resource (FLAIR) or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the vendor. If automatic deduction is not possible, the vendor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), Florida Administrative Code, (F.A.C). By submission of these reports and corresponding payments, vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

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

Failure to comply with these requirements shall constitute grounds for declaring the vendor in default and recovering procurement costs from the vendor in addition to all outstanding fees. **VENDORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.**

4.9 Vendor Registration in MyFloridaMarketPlace

Any vendor who is awarded a purchase order from this bid shall provide a copy of the registration certification from the Florida Department of State to the Agency for Persons with Disabilities upon execution. No purchase order may be awarded by any state agency to any vendor who is not registered in the MyFloridaMarketPlace eProcurement system unless exempted by Rule 60A-1.033(3), F.A.C.

4.10 Changes to Location

The vendor shall notify the Agency in writing a minimum of seven (7) business days prior to making changes in business location that will affect the Agency's ability to contact the vendor by phone, email or facsimile transmission.

4.11 State of Florida Form PUR 1000

The State of Florida Form PUR 1000, General Contract Conditions, contains standard terms and conditions that will apply to purchase orders that result from the ITB. In the event of any conflict between Form PUR 1000 and this solicitation, the terms of this solicitation shall take precedence over the Form PUR 1000 unless the conflicting term is required by any section of the Florida Statutes, in which cases the term contained in PUR 1000 shall take precedence.

By submitting a bid in response to this ITB, the bidder is deemed to have accepted these terms and conditions in their entirety. A bidder's bid shall be considered as the bidder's formal offer. Commodities purchased under this ITB shall be made by purchase order (see Appendix VIII, which is attached to and incorporated herein), and which shall incorporate the terms and conditions of PUR 1000.

[PUR 1000](#)

4.12 Confidential, Proprietary, or Trade Secret Material

The Agency takes its public records responsibilities as provided under chapter 119, F. S., and Article I, Section 24 of the Florida Constitution, very seriously. If vendor considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, trade secret or otherwise not subject to disclosure pursuant to chapter 119, F. S., the Florida Constitution or other authority, vendor must also simultaneously

provide the Agency with a separate redacted copy of the ITB 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 Agency's solicitation name, number, and the name of the vendor on the cover, and shall be clearly titled "Redacted Copy." The Redacted Copy shall be provided to the Agency at the same time vendor submits its response to the solicitation and must only exclude or redact those exact portions which are claimed confidential, proprietary, or trade secret. Vendor 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, vendor shall protect, defend, and indemnify the Agency for any and all claims arising from or relating to vendor's determination that the redacted portions of its response are confidential, proprietary, trade secret or otherwise not subject to disclosure. If vendor fails to submit a Redacted Copy with its response, the Agency is authorized to produce the entire documents, data or records submitted by vendor in answer to a public records request for these records.

4.13 Public Records

The vendor shall keep and maintain public records that ordinarily and necessarily would be required by the Agency in order to perform the services specified in this Purchase Order.

The vendor shall provide the public with access to public records on the same terms and conditions that the Agency would provide the records and at a cost that does not exceed the cost provided in accordance with Agency costs and rates or as otherwise provided by law.

The vendor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

The vendor shall meet all requirements for retaining public records and transfer, at no cost, to the Agency all public records in possession of the Provider 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 Agency in a format that is compatible with the information technology systems of the Agency.

If the vendor does not comply with a public records request, this shall constitute an immediate breach of contract for which the Agency may unilaterally and without prior notice terminate the Contract.

4.14 Recalled Products

The vendor shall have the ability to track all products delivered. Product recalls from the manufacturers, producers, suppliers, FDA, or DOH, shall be promptly reported to the Procurement Officer or designee, which shall include, but not be limited to, the following:

- a. The vendor shall have a product recall program that provides for immediate notification to all facilities that have received the recalled products.
- b. The vendor shall be responsible for picking up and replacing all products that are subject to recall.
- c. Issue a credit, or a one-for-one replacement item that meets the specifications of the original delivery and approved by the Agency.
- d. The Agency shall not be responsible for the pickup and replacement cost of any recalled product. Subsequent credits must be applied, as applicable.
- e. A final report shall be made to the Agency stating number of cases shipped, locations and number of returns.

4.15 Returns

The vendor shall provide, within fifteen (15) days after purchase order execution, a return product policy which allows for the following:

Full credit and pick-up within five (5) working days after notification of the rejected product due to incorrect delivery, spoiled, adulterated, damaged, or with insufficient shelf-life to permit safe consumption. The facility desiring credit and pick-up of items will notify the vendor within twenty-four (24) hour of discovery, or next business day, whichever comes first. Rejected items not removed from the facility by the vendor within ten (10) working days after date of notification shall be regarded as abandoned by the vendor and the facility shall have the right to dispose of the items as its own property. The vendor shall, within twenty (20) working days after notification, reimburse the Agency for all costs and expenses incurred in affecting removal or disposition. The Agency's food service personnel shall have the right to reject products for non-compliance at the point of delivery.

4.16 Substitutions

The vendor will be required to provide only the product(s) awarded. Substituted products delivered or provided to the Agency without prior approval by the Agency are prohibited, will be returned to the vendor at the vendor's expense, and may cause termination of the purchase order. In the event the product specified can no longer be provided for reasons beyond the vendor's control (i.e. - product discontinuance), the vendor shall provide an alternate product request to the Agency along with product nutritional analysis. The substituted product shall meet (or exceed) all terms, conditions, and specifications applicable to the original specified product. An alternate product sample may be required by the Agency for review prior to acceptance. The Agency reserves the right to conduct taste test(s). **NOTE: All requests for substitutions shall be submitted in writing (via email) by the Vendor to APD.**

4.17 Damaged Goods

The vendor shall be responsible for filing, processing and collecting all damage claims. However, to assist the vendor(s) in the expeditious handling of damage claims, the ordering facility will:

1. Record any evidence of visible damage on all copies of the delivery carrier's Bill of Lading.
2. Report damage of delivered goods to the carrier and contract supplier, confirming such reports, in writing, within seven (7) days of delivery, requesting that the carrier inspect the damaged merchandise.
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. Provide the vendor(s) with a copy of the carrier's Bill of Lading and Damage Inspection Report.

SECTION 5 - INSTRUCTIONS TO VENDORS FOR BID SUBMISSION

5.1 General Instructions to Respondents, Form PUR 1001

The State of Florida Form PUR 1001, General Instructions to Respondents, contains standard terms and conditions that will apply to the purchase order that results from the ITB. In the event of any conflict between Form PUR 1001 and this solicitation, the terms of this solicitation shall take precedence over the Form PUR 1001 unless the conflicting term is required by any section of the Florida Statutes, in which cases the term contained in PUR 1001 shall take precedence. Form PUR 1001 is available at:

<http://dms.myflorida.com/content/download/2934/11780>.

5.2 Title Page

The first page of the bid shall be a Title Page that contains the following:

- a. ITB Number;
- b. Title of the Bid;
- c. Vendor's Name;
- d. Agency for Persons with Disabilities to which bid is submitted;
- e. Name, Title, Phone Number and Address of person who can respond to inquiries regarding the bid; and
- f. Name of the Vendor's Project Director (if known)

5.3 Required Vendor Statement or Certifications

- a. The vendor shall submit with each bid a signed Certificate of Signature Authority, which is located in Appendix I. The vendor must complete either Section A, of Appendix I (or provide a corporate resolution or other duly executed certification issued in the vendor's normal course of business) or Section B, demonstrating that the person signing the form and its statements and certifications is authorized to make such representations and to bind the company.
- b. The vendor shall submit with each bid a copy of all applicable licenses or permits as detailed in Section 4.1.

5.4 Cost of Preparation of Bid

The Agency is not liable for any costs incurred by a vendor responding to this ITB.

5.5 Submission of Bid

The vendor must submit 1 original signed bid package and 1 copy of the bid package. The original signature must be that of an official of the vendor who is authorized to bind the vendor to the bid. Bids are due at the time, date and location specified in Section 2.4, Calendar of Events and Deadlines, and shall be sealed and submitted to the attention of the Procurement Officer as stated in Section 2.1, Contact Person.

Bids received late will not be considered for further review. The vendor may choose and is responsible for, the method of delivery to the Agency, except that facsimiles or electronic transmissions will not be accepted. The envelope must be clearly marked "Bid" with bid number on the outside of the mailing envelope.

Vendors are encouraged **not** to use three ring binders when submitting their bids.

Vendors are cautioned when submitting bid that the delivery location is a secure building and vendors (including overnight delivery couriers) are required to sign in and be escorted throughout the building. Vendor must ensure that they have enough time to gain entry into the building and have the ITB delivered **PRIOR** to the bid opening time.

5.6 Verbal Instructions

No negotiations, decisions, or actions shall be initiated or executed by the vendor as a result of any discussions with any Agency employee. Only those communications that are in writing from the Agency's Procurement Officer identified in Section 2.1, Contact Person shall be considered a duly authorized expression on behalf of the Agency. Only communications from the vendor's representative to the Agency's

Procurement Officer, which are in writing and signed, will be recognized by the Agency as duly authorized expressions on behalf of the vendor.

5.7 Documents

The vendor must complete all required identified documents and return the originals as part of the bid package. Any bid which does not include the required documents may be considered non-responsive and the bid may be rejected.

- a. Appendix I - Certificate of Signature Authority
- b. Appendix II – Vendor’s Certifications
- c. Appendix III – Tie Breaking
- d. Appendix IV – Mandatory Requirement’s Check List (not to be completed by vendors)
- e. Appendix V – Vendor Contact Information
- f. Appendix VI - Drug-Free Workplace Program Certification
- g. Appendix VII - Price Sheet
- h. Appendix VIII – APD Purchase Order Terms and Conditions

SECTION 6 - BID RATING AND BID TABULATION SHEET

6.1 Identical Tie Responses

When evaluating responses to solicitations, if the Agency receives identical pricing, the Agency shall determine the award using the criteria in accordance with Florida Statutes.

6.2 ITB Tabulation Methodology

If a bid has been determined to be both responsive and responsible, meeting all criteria specified in this ITB, then the Procurement Officer will review the Vendor’s Price Sheet and record the cost on the Bid Tabulation Sheet.

6.3 Bid Evaluation Process

The Agency will award to the vendor who is determined to be the responsible and responsive vendor who submits the lowest bid.

SECTION 7- FINANCIAL SPECIFICATIONS

7.1 Funding Source

The funding source for the resulting purchase order will be subject to the availability of state funds.

7.2 Financial Penalties

Corrective action plans and/or financial consequences must be required for noncompliance, nonperformance, unacceptable performance, or failure to meet the minimum level of service or performance under this Purchase Order. Financial consequences must be imposed for failures to implement or to make acceptable progress on such corrective action plans. Financial consequences must include, but are not limited to the financial consequences set forth below. The increments of financial consequences imposition that shall apply must be based upon the severity of the noncompliance, nonperformance, or unacceptable performance that generated the need for a corrective action plan. The financial consequences shall not exceed ten percent (10%) of the total Purchase Order payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made. Noncompliance that is determined to have a direct effect on client health and safety shall result in the imposition of a ten percent (10%) financial consequence of the total Purchase Order payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made. Noncompliance involving the provision of service not having a direct effect on client health and safety must result in the imposition of a five percent (5%) financial consequence. Noncompliance as a result of unacceptable

performance of administrative tasks must result in the imposition of a two percent (2%) financial consequence. The deadline for payment shall be as stated in the notification imposing the financial consequence. In the event of nonpayment, the Agency may deduct the amount of the financial consequence from invoices submitted by the vendor. Any payment made in reliance on the vendor's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due as an overpayment.