



FLORIDA DEPARTMENT OF CORRECTIONS

Bureau of Procurement

INVITATION TO BID (ITB)

FOR

Curb and Sidewalk Concrete Extrusion Machine

FDC ITB-19-049

**RELEASED ON
March 6, 2019**

**By the:
Florida Department of Corrections
Office of Financial Management
Bureau of Procurement
501 S. Calhoun Street
Tallahassee, FL 32399-2500
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**Procurement Officer
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TIMELINE
FDC ITB-19-049

EVENT	DATE/TIME	LOCATION
Release of ITB	March 6, 2019	Vendor Bid System http://www.myflorida.com/apps/vbs
Last day for written Inquiries and requests for approved equivalents to be received by the Department	March 14, 2019 By 5:00 p.m., Eastern Time	Submit to: Florida Department of Corrections Jill Campbell, Procurement Officer Email: purchasing@fdc.myflorida.com
Anticipated Posting of Written Responses to Written Inquiries	April 3, 2019	Vendor Bid System; http://www.myflorida.com/apps/vbs
Sealed Bids Due and Opened	April 11, 2019 2:00 p.m., Eastern Time	Submit to: Florida Department of Corrections Jill Campbell, Procurement Officer 501 South Calhoun Street Tallahassee, Florida 32399-2500
Anticipated Posting of Recommended Award	May 7, 2019	Vendor Bid System; http://www.myflorida.com/apps/vbs

SECTION 1.0 INTRODUCTORY MATERIALS

1.1 Statement of Purpose

The purpose of this Invitation to Bid (ITB) is to secure competitive Bids, from qualified Bidders, for the purchase of a Curb and Sidewalk Concrete Extrusion Machine as specified in Section 2.0, Scope of Work for the Florida Department of Corrections (Department).

1.2 Purchase Order

As a result of this ITB, the lowest responsive and responsible Bidder will be issued a Purchase Order (PO) through MyFloridaMarketPlace (MFMP) for this project.

1.3 Conflicts and Order(s) of Precedence

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

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

1.4 Definitions

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

- a. **Bid**: A Bidder's response to this ITB, which the Bidder shall submit on approved forms.
- b. **Breach of Purchase Order**: A failure of the Bidder(s) to perform services or provide commodities in accordance with the terms and conditions of the PO which may result from the ITB.
- c. **Day**: A calendar day, unless otherwise noted.
- d. **Department**: The Florida Department of Corrections (FDC).
- e. **Mandatory Responsiveness Requirements**: Terms, conditions, and requirements that must be met by the Bidder to be considered responsive to this solicitation. 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 reviewed further.
- f. **Material Deviation(s)**: A deviation is material if, in the Department's sole discretion, the deficient response is not in substantial accord with the ITB's requirements, provides a substantial 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 determining a Bid non-responsive.

- g. **Minor Irregularity:** A variation from the ITB terms and conditions, not giving the Bidder a substantial advantage or benefit not enjoyed by other Bidders, and not adversely impact the interests of the Department. A minor irregularity will not result in a rejection of a Bid.
- h. **PCard:** Refers to the State of Florida's purchasing card program, using the Visa platform.
- i. **Responsible Bidder:** A Bidder who has the capability to fully perform all aspects of the resultant PO requirements, and the integrity and reliability that will assure good faith performance.
- j. **Responsive Bid:** A Bid, submitted by a responsible Bidder, which conforms to all material aspects of the solicitation.
- k. **Specifications:** The detailed conditions of the PO, including technical specifications, and other descriptions of the work, as set forth in the PO documents.
- l. **Subcontract:** An agreement between the Bidder and any other person, or organization, wherein that person or organization agrees to perform any requirement(s) for the Bidder, specifically related to securing, or fulfilling, the Bidder's obligations to the Department, under the terms of the PO resulting from this ITB.
- m. **Vendor or Bidder:** A legally qualified corporation, partnership, or other entity submitting a Bid to the Department, pursuant to this ITB.

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SECTION 2.0 SCOPE OF WORK

2.1 Specifications

The successful Bidder shall furnish a Curb and Sidewalk Concrete Extrusion Machine. The specifications for the item to be provided under this ITB, and purchased through the resulting PO, are indicated below. All products or services must be bid as specified.

- 2.1.1** The concrete extrusion machine shall be compact in size and no wider than 48 inches (designed to fit into the back of a standard pickup truck or on a small utility trailer);
- 2.1.2** The concrete extrusion machine shall be able to produce curb configurations with a minimum of a 4' turning radius for a sidewalk and a 2' turning radius for a curb mold;
- 2.1.3** The concrete extrusion machine shall be able to support curb and sidewalk configurations with dimensions up to 6 feet wide (1,828 meters) to a depth of 12 inches (304mm) at a maximum;
- 2.1.4** The concrete extrusion machine shall have a production rate of at least five (5) feet per minute;
- 2.1.5** The concrete extrusion machine shall be operated by a radio remote control with a minimum range of 15' and minimum battery life of four (4) hours;
- 2.1.6** All accessories required to operate the machine shall be included;
- 2.1.7** The concrete extrusion machine must include a string line option;
- 2.1.8** The concrete extrusion machine must include automated steering and height adjustment; and
- 2.1.9** The concrete extrusion machine must provide no forming and minimal finish work.

2.2 Estimated Quantities

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

2.3 Substitutions

The Bidder will be required to provide only the product awarded. Substituted items delivered, or provided to the Department without prior approval by the Department's Contract Manager, or designee, are prohibited, may be returned at the Bidder's expense, and may lead to termination of the resulting PO.

In the event the product specified can no longer be provided, for reasons beyond the Bidder's control (i.e. product discontinuance), the Bidder shall provide an alternate product request to the Department's Contract Manager, or designee. The alternate product must meet (or exceed) all terms, conditions, and specifications applicable to the originally specified product.

2.4 Damaged Commodities and Warranty

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

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

The Bidder shall guarantee the proper functionality of all commodities purchased against manufacturing or design defects. Such defects will be cured promptly by the Bidder after notification by the Department. The Department shall incur no costs related to the curing of defective commodities. If the Bidder completes installation for a commodity, the Bidder's workmanship shall be guaranteed for a period of 60 days. During that period, the Bidder shall correct any product deficiencies related to installation or workmanship at no cost to the Department.

All products shall be warranted by the Bidder against mechanical, electrical, and workmanship defects for a warranty period of at least eighteen (18) months, or the period stated in the Manufacturer's warranty, whichever is greater.

Should defects become evident within the warranty period, the Bidder shall either repair the defective parts and materials, or replace the PO item at no additional cost to the Department. The warranty period shall start with the date of product acceptance, and shall be extended to include times during which the products are out of service for warranty repair.

2.5 Financial Consequences

The parties acknowledge that the late performance or delivery of commodities will interfere with the timely and proper completion of services, and would cause loss and damage to the State. Further, it would be impracticable and extremely difficult to fix the actual damage sustained by the State as a result of any such delay. The parties agree upon a reasonable amount of financial consequences, which are not intended to be a penalty, and are solely intended to incentivize performance under the resulting PO. Accordingly, unless otherwise stated in this ITB, financial consequences shall be assessed in the amount of \$100 per calendar day for each day the Bidder fails to

complete a service, or for each day the Bidder fails to deliver commodities, after the time allowed by the resulting PO, subject to the force majeure provisions of the resulting PO. Allowing completion of work, after the time allowed, shall not act as a waiver of financial consequences by the Department. Failure to provide required reports may also result in the assessment of this financial consequence.

Nothing in this section shall be construed to make the Bidder liable for delays that are beyond their reasonable control. The Department's Contract Manager, or designee, shall make the determination as to what the term "reasonable" will mean in the context of any delay.

Nothing in this section shall limit the Department's right to pursue remedies for other types of damages.

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SECTION 3.0 NON-TECHNICAL SPECIFICATIONS

3.1 Addition/Deletion of Items or Locations

The Department reserves the right to add or delete commodities/services, or locations serviced, within the general scope of this ITB in the resulting PO, when considered to be in its best interest. Pricing shall be comparable to amounts awarded as a result of this ITB.

3.2 Records and Documentation

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

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

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

3.3 Purchasing Card (PCard) Program

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

3.4 Vendor Ombudsman

A Vendor Ombudsman has been established within the Florida Department of Financial Services. The duties of this office include acting as an advocate for Vendors who may be experiencing problems in obtaining timely payment(s) from a State agency. The Vendor Ombudsman may be contacted by calling the Florida Department of Financial Services' at (850) 413-5516 or toll-free at 800-342-2762.

3.5 Payment and Invoicing

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

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SECTION 4.0 PROCUREMENT RULES AND INFORMATION

4.1 General Instructions to Respondents (PUR 1001)

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

4.2 Bidder Inquiries

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

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

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

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

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

4.3 Cost of Bid Preparation

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

4.4 Instructions for Bid Submittal

Each Bid response shall be prepared simply and economically, providing a straightforward, concise delineation of the Bidder's capabilities to satisfy the requirements of this ITB. Elaborate bindings, colored displays, and promotional material are discouraged. 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.

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

4.5 Price Page

The Bidder shall complete, sign, date, and return Attachment I - Price Page. By submitting a Bid in response to this ITB, each Bidder warrants its agreement to the prices provided. Bids should be submitted with the most favorable pricing terms the Bidder can offer the State. Any modifications, counter offers, deviations, or challenges will not be accepted, and may render a Bid non-responsive.

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

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

4.6 Mandatory Documentation

All Bidders must submit the following mandatory documentation with their Bid:

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

4.7 Disclosure of Bid Submittal Contents

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

4.8 Bid Opening

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

4.9 Bid Evaluation

Bids that do not meet the requirements specified in this ITB may be considered non-responsive. The Department reserves the right to accept, or reject, any and all responses, or separable portions thereof, and to waive any minor irregularity, technicality, or omission(s), if the Department determines that doing so will serve its best interest(s). The Department may reject any response not submitted in the manner specified in this solicitation.

4.10 Florida Preference

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

When the lowest responsible and responsive Bid is submitted by a Bidder whose principal place of business is located outside the state of Florida, a five percent (5%) price preference shall be awarded to Bidders whose principal place of business is within the State of Florida, unless the State where the out-of-state Bidder is located provides a different price preference for businesses having a principal place of business in that State. In that case, the same price preference shall be awarded to the lowest responsible and responsive Bidder whose principal place of business is located in the State of Florida responding to this competitive solicitation.

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

4.11 Basis of Award

An award shall be made to the responsive and responsible Bidder with the lowest Grand Total Price as specified on Attachment I - Price Page.

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

4.12 Disposal of Bids

All Bids become the property of the State of Florida and will be a matter of public record, subject to the provisions of Chapter 119, F.S.

4.13 Bid Rules for Withdrawal

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

4.14 Addenda

If the Department deems it necessary to supplement, modify, or interpret any portion of the solicitation or exhibits, addenda and materials relative to this procurement, information will be posted on the Florida Vendor Bid System (<http://www.myflorida.com/apps/vbs>).

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

4.15 Verbal Instruction Procedure/Discussions

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

4.16 No Prior Involvement and Conflict of Interest

Section 287.057(17)(c), F.S., provides, "A person who receives a contract that has not been procured pursuant to Subsections (1)-(3) to perform a feasibility study of the potential implementation of a subsequent contract, who participates in the drafting of a solicitation or who develops a program for future implementation, is not eligible to contract with the agency for any other contracts dealing with that specific subject matter, and any firm in which such person has any interest is not eligible to receive such contract. However, this prohibition does not prevent a vendor who responds to a request for information from being eligible to contract with an agency."

The Department considers participation in a solicitation to be any actions related to the decision, approval, disapproval, recommendation, preparation of any part of a purchase

request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or functioning in any other advisory capacity.

The Bidder shall not compensate, in any manner, directly or indirectly, any officer, agent or employee of the Department, for any act or service, which they may do, or perform, for, or on behalf of, any officer, agent, or employee of the Bidder. Officers, agents, or employees of the Department shall not have any interest, directly or indirectly, in any contract or purchase made, or authorized to be made, by anyone for, or on behalf of, the Department.

The Bidder shall have no interest, and shall not acquire any interest, that conflicts in any manner, or degree, with the performance of the services required under this ITB.

4.17 State Licensing Requirements

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

4.18 MyFloridaMarketPlace (MFMP) Registration

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

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

4.19 Confidential, Proprietary, or Trade Secret Material

The Department takes its public records responsibilities as provided under Chapter 119, F.S. and Article I, Section 24 of the Florida Constitution, very seriously. If the Bidder considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, F.S., the Florida Constitution or other authority, the Bidder must also simultaneously provide the Department with a separate redacted copy of its response (both printed copy and a searchable PDF document on a CD/DVD) and briefly describe, in writing, the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Department's solicitation name, number, and the name of the Bidder on the cover, and shall be clearly titled "Redacted Copy." The redacted copy shall be provided to the Department at the same time the Bidder submits its response to the solicitation and must only exclude or redact those exact portions which are claimed confidential, proprietary, or trade secret. The Bidder shall be responsible for defending its determination that the redacted portions of its response are confidential, trade secret or otherwise not subject to disclosure. Further, the Bidder shall protect, defend, and indemnify the Department for any and all claims arising from or relating to Bidder's determination that the redacted portions of its response are confidential, proprietary, trade secret or otherwise not subject to disclosure. If the Bidder fails to submit a

redacted copy with its response, the Department is authorized to produce the entire documents, data, or records submitted by the Bidder in answer to a public records request for these records. In no event shall the Department, or any of its employees, or agents, be liable for disclosing, or otherwise failing to protect, the confidentiality of information submitted in response to this solicitation.

4.20 E-Verify

In accordance with Executive Order 11-116, "The provider agrees to utilize the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.gov/employers>, to verify the employment eligibility of all new employees hired during the contract term by the Provider. The Provider shall also include a requirement in subcontractors that the subcontractor shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term." Bidders meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.

4.21 Vendor Substitute W-9

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

4.22 Scrutinized Companies Certification

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

4.23 Identical Tie Bids

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

4.24 Rejection of Bids

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

4.25 Inspector General

The Bidder shall comply with Section 20.055(5), F.S., which states “it is the duty of every state officer, employee, agency, special district, board, commission, Vendor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review or hearing.”

4.26 Protest Procedures

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

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SECTION 5.0 SPECIAL CONDITIONS

5.1 General Contract Conditions (PUR 1000)

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

5.2 Modifications after Issuance of PO

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

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

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

5.3 State Initiatives

5.3.1 Diversity in Contracting

The State of Florida is committed to supporting its diverse business industry and population through ensuring participation by minority-owned, women-owned, and service-disabled veteran-owned business enterprises in the economic life of the State. The State of Florida Mentor Protégé Program connects these business enterprises with private corporations for business development mentoring. We strongly encourage firms doing business with the State of Florida to consider this initiative. For more information on the Mentor Protégé Program, Bidders may contact the Department of Management Services', Office of Supplier Diversity at (850) 487-0915.

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

Information on Certified Minority Business Enterprises (CMBE), and Certified Service-Disabled Veteran Business Enterprises (CSDVBE), is available from the Office of Supplier Diversity at:

http://dms.myflorida.com/other_programs/office_of_supplier_diversity_osd/

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

5.3.2 Environmental Considerations

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

5.4 Subcontracts

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

If a subcontractor is utilized by the Bidder, the Bidder shall pay the subcontractor within seven (7) business days after any payment is received from the Department, in accordance with Section 287.0585, F.S. It is understood, and agreed upon, that the Department shall not be held accountable to any subcontractor for any expenses or liabilities incurred under the subcontract, and that the Bidder shall be solely responsible to the subcontractor for all expenses and liabilities under the PO resulting from this ITB. If the Bidder fails to pay the subcontractor within seven (7) business days, the Bidder shall pay a penalty to the subcontractor in the amount of one-half (½) of one percent (1%) of the amount due, per day, from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed, and shall not exceed 15% of the outstanding balance due.

5.5 Copyrights, Right to Data, Patents and Royalties

Where resulting PO activities produce original writing, sound recordings, pictorial reproductions, drawings, other graphic representation, and/or works of any similar nature, the Department has the right to use, duplicate and disclose such materials, in whole or in part, in any manner, for any purpose whatsoever, and to have others acting on behalf of the Department to do so also. If the materials so developed are subject to copyright, trademark, patent, legal title, then every right, interest, claim or demand of any kind, in and to any patent, trademark or copyright, or application for the same, will vest in the State of Florida, Department of State for the exclusive use and benefit of the State. Pursuant to Section 286.021, F.S., no person, firm or corporation, including parties to the PO 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 Bidder. All computer programs and other documentation produced as part of the resulting PO 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, F.S., and may not be copied or removed by any employee of the Bidder without express written permission of the Department.

The Bidder, without exception, shall indemnify and save harmless the Department, and its employees, from liability of any nature or kind, including costs and expenses, for, or on account of, any copyrighted, patented, or unpatented invention, process, or article, manufactured, or supplied, by the Bidder. The Bidder has no liability when such claim is solely and exclusively due to the combination, operation, or use of any article equipment or data not supplied by the Bidder, or is based solely and exclusively upon the Department's alteration of the article. The Department will provide prompt written notification of a claim regarding copyright or patent infringement, and will afford the Bidder full opportunity to defend the action and control the defense of such claim.

Further, if such a claim is made, or is pending, the Bidder may, at its option and expense, procure for the Department the right to continue use of, replace, or modify the article to render it non-infringing. (If none of the alternatives are reasonably available, the Department agrees to return the article to the Bidder upon its request and receive reimbursement, fees and costs, if any, as may be determined by a court of competent jurisdiction.) If the Bidder uses any design, device, or material(s) covered by letter, patent or copyright, it is mutually agreed and understood, without exception, that the resulting PO prices shall include all royalties or costs arising from the use of such design, device, or materials.

5.6 Independent Contractor Status

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

5.7 Assignment

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

5.8 Severability

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

5.9 Use of Funds for Lobbying Prohibited

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

5.10 Employment of Department Personnel

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

5.11 Legal Requirements

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

5.12 Insurance

The Bidder agrees to provide adequate, comprehensive insurance coverage, and to hold such insurance at all times during the existence of the PO resulting from this solicitation. The Bidder accepts full responsibility for identifying and determining the type(s) and extent of insurance necessary to provide reasonable financial protection for the Bidder, and the Department, under the PO resulting from this solicitation. At a minimum, such insurance shall include workers' compensation and employer's liability insurance, per Florida statutory limits, covering all employees engaged in any work under the resulting PO; commercial general liability coverage; and automobile liability insurance covering all vehicles, owned or otherwise, used in the PO work. The Bidder may be required to furnish the Department written verification of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Department reserves the right to require additional insurance where appropriate.

If the Bidder is a state agency or subdivision as defined in Section 768.28, F.S., the Bidder shall furnish the Department, upon request, written verification of liability protection in accordance with Section 768.28, F.S. Nothing herein shall be construed to extend any party's liability beyond that provided in Section 768.28, F.S.

5.13 Annual Appropriation

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

5.14 Tax Exemption

The Department agrees to pay for commodities and/or services according to the conditions of the resulting PO. The State of Florida does not pay federal excise taxes and sales tax on direct purchases of commodities or services.

5.15 Prison Rape Elimination Act (PREA)

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

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**ATTACHMENT I – Price Page
FDC ITB-19-049**

Bids must be firm prices, and shall include all packaging, handling, shipping, and other applicable fees. Bidders shall provide a Unit Cost per item below, then propagate a total for the item based upon the Estimated Quantity to be purchased, as needed. By submitting pricing below, the Bidder agrees that in the absence of an equitable price adjustment, as indicated in PUR 1000 (Section 5.1).

Curb and Sidewalk Concrete Extrusion Machine		
Description of Item	Estimated Quantity	Grand Total Price
Curb and Sidewalk Concrete Extrusion Machine	1	\$ _____

NAME OF VENDOR

FEIN

SIGNATURE OF AUTHORIZED REPRESENTATIVE

DATE

**ATTACHMENT II – Bidder’s Contact Information and Certification
FDC ITB-19-049**

- I. The Bidder shall identify the contact information for Solicitation and Purchase Order (PO) purposes per the requested fields of the table below.

	Bidder Contact Person For Solicitation Purposes	Bidder Contact Person For PO Purposes (should Bidder be awarded)
Name:		
Title:		
Address: (Line 1)		
Address: (Line 2)		
City, State, Zip code		
Telephone: (Office)		
Telephone: (Mobile)		
Fax:		
Email:		

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

Authorized Bidder Signature

Date

**ATTACHMENT III – Certification of Drug Free Workplace Program
FDC ITB-19-049**

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or Contractual services that are under bid a copy of the statement specified in Subsection (1).
4. In the statement specified in Subsection (1), notify the employees that, as a condition of working on the commodities or Contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of applicable laws, rules and regulations.

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

Vendor Name:

Vendor's Signature:
