

SUBMIT BIDS TO:
 Department of Corrections
 2601 Blair Stone Road
 Tallahassee, Florida 32399-2500

Telephone Number: (850) 488-3020



STATE OF FLORIDA
 DEPARTMENT OF CORRECTIONS
INVITATION TO BID
 Bidder Acknowledgement for
 COMMODITIES TO BE FURNISHED & INSTALLED

Page 1 of 39 Pages		BIDS WILL BE OPENED 12/21/2010 @ 2:00PM		BID NO. 10-TOMOKA-8234	
AGENCY RELEASE DATE: 11/19/2010		BID TITLE: SELF-ADHERING MODIFIED BITUMEN ROOFING SYSTEM		COMMODITY CODE: 770-210	
FEDERAL TAX ID NUMBER:		WORK SHALL BEGIN WITHIN		DAYS after receipt of Purchase Order	
VENDOR NAME:		REASON FOR NO BID:			
VENDOR MAILING ADDRESS:		POSTING OF BID TABULATIONS			
CITY – STATE – ZIP		<p>Bid tabulations with recommended awards will be posted for review by interested parties on the Department of Management Services Vendor Bid System and will remain posted for a period of 72 hours. Failure to file a protest within the time prescribed in Section 120.57(3), or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.</p>			
PHONE: () ()		TOLL FREE: ()		AUTHORIZED SIGNATURE (manual)	
		FAX: ()		AUTHORIZED SIGNATURE & TITLE (printed or typed)	
<p><i>I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, 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 for the bidder and that the bidder is in compliance with all requirements of the Invitation to Bid, including but not limited to, certification requirements. In submitting a bid to the Department of Corrections, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the Department of Corrections 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 commodities or services purchased or acquired by the Department of Corrections. At the States discretion, such assignment shall be made and become effective at the time the agency tenders final payment to the bidder.</i></p>					

GENERAL CONDITIONS

SEALED BIDS: All price sheets and this form must be executed and submitted in a sealed envelope.

1. EXECUTION OF BID: Bid must contain a manual signature of vendor's authorized representative in the space provided above. Bid must be typed or printed in ink. Use of erasable ink or pencil is not permitted. All corrections made by bidder to his bid price must be initialed.

2. NO BID: If not submitting a bid, respond by returning only this bidder acknowledgment form, marking it "NO BID" and explain the reason in the space provided above.

3. BID OPENING: Sealed bids must be received prior to the bid opening date and time. Copies of bid tabulations will not be provided at the bid opening. A bid may not be altered after opening of the bids. Bid files may be examined during normal working hours by appointment only and pursuant to Chapter 119.071, F.S.

4. TAXES: The State of Florida does not pay Federal Excise and Sales taxes on direct purchases of tangible personal property. Tax exemption number/certificate will be provided upon request. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of state owned real property as defined in Chapter 192, F.S.

5. CASH DISCOUNTS: Cash discounts for prompt payment shall not be considered in determining the lowest net cost for bid evaluation purposes.

6. MISTAKES: Bidders are expected to examine the specifications, delivery schedule, bid prices, and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk. In case of mistake(s) in extension(s), the unit price will govern and extensions will be corrected and initialed by the department's procurement official before final tabulations are posted. All corrections made by bidder to his unit bid price(s), including corrections made with white out, must be initialed.

7. CONDITION AND PACKAGING: It is understood and agreed that any item offered or shipped as a result of this bid shall be new, and the most current standard model available at the time of the bid, unless otherwise stated. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

8. SAFETY STANDARDS: Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards thereunder.

9. INVOICING AND PAYMENT: INTEREST PENALTIES: Payment shall be made in accordance with Section 215.422, F.S., which states the contractors rights and the State agencies responsibilities concerning interest penalties and time limits for payment of invoices. Vendors providing goods and services to an agency should be aware of the following time frames: Upon receipt, an agency has five (5) working days to inspect and approve the goods and services, unless the bid specifications, purchase order or contract specifies otherwise. An agency has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved. If a payment is not available within 40 days, a separate interest penalty set by the Comptroller pursuant to Section 55.03 F.S., will be due and payable, in addition to the invoice amount, to the vendor. To obtain the applicable interest rate, contact the agency finance and accounting office. The interest penalty provision applies after a 35 day time period to health care providers, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the vendor requests payment. Invoices which have to be returned to a vendor because of vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the agency. Vendor payment history may be viewed on-line @ <https://flair.dbf.state.fl.us/caspub/vnpavhst.htm>. 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 at (850) 413-5516. The Department will review the conditions and circumstances surrounding non-payment, and unless there is a bonafide dispute, may, in writing, authorize the contract supplier to reject and return purchase orders from said agency until such time as the agency complies with the provisions of Section 215.422, F.S.

10. DELIVERABLES: Unless actual date is specified (or if any specified dates to begin work cannot be met), in the space provided above, show the number of days required to begin work after receipt of a purchase order. This date may become a basis for making an award (see Special Conditions). Delivery of materials shall be Monday through Friday, 8:00 a.m. to 11:30 a.m. and 1:00 p.m. to 4:00 p.m., Eastern Standard Time, excluding State of Florida holidays, unless otherwise specified.

11. ADDITION OR DELETION OF TERMS OR CONDITIONS: No addition or deletion of the terms or conditions included with the bid response shall be evaluated or considered and any and all such revisions shall have no force and effect and are inapplicable to this bid. If submitted either purposely through intent or design or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties, it is understood and agreed the general and special conditions in this bid solicitation are the only conditions applicable to this bid and the bidders authorized signature affixed to the bidder acknowledgment form attests to this.

12. INTERPRETATIONS/DISPUTES: Any questions concerning conditions and specifications shall be directed in writing to this office for receipt no later than ten (10) days prior to the bid opening unless otherwise stated in the special conditions. Inquiries must reference the date of bid opening and bid number. No interpretation shall be considered binding unless provided in writing by the department in response to requests in full compliance with this provision. Any person who is adversely affected by the department's decision or intended decision concerning a procurement solicitation or contract award and who wants to protest such decision or intended decision shall file a protest in compliance with Chapter 28-110, F.A.C. 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 shall constitute a waiver of proceedings under Chapter 120, F.S.

13. NOTICE OF BID PROTEST BONDING REQUIREMENT: Any person who files an action protesting a decision or intended decision pertaining to contracts administered by the department pursuant to Section 120.57 (3), F.S., shall post with the department agency at the time of filing the formal written protest, or within the 10 day period allowed for filing the formal written protest, a bond payable to the Department of Corrections in an amount equal to 1 percent (1%) of the department's estimate of the total volume of the contract, which bond shall be conditioned upon the payment of all costs which may be adjudged against him in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. For protest of decisions or intended decisions of State Purchasing pertaining to the department's request(s) for approval of exceptional purchases, the bond shall be in the amount equal to 1 percent (1%) of the requesting agency's estimate of the contract amount for the exceptional purchase requested. In lieu of a bond State Purchasing or the department may, in either case, accept a cashier's check or money order in the amount of the bond. **FAILURE TO FILE THE PROPER BOND AT THE REQUIRED TIME WILL RESULT IN A DENIAL OF THE PROTEST.**

14. CONFLICT OF INTEREST: The award hereunder is subject to the provisions of Chapter 112, F.S. All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the department. Further, all bidders must disclose the name of any department employee who owns, directly or indirectly, an interest of five percent (5%) or more in the bidders firm or any of its branches. In accordance with Chapter 287, F.S., no person or firm receiving a contract that has not been procured pursuant to Section 287.057(2) or (3), F.S., to perform a feasibility study of the potential implementation for a subsequent contract, participating in the drafting of an invitation for bids or request for proposals, or developing a program for future implementation shall be eligible to contract with the agency for any other contracts dealing with that specific subject matter: and bidders must disclose with their bid any such conflict of interest.

15. AWARDS: As the best interest of the State may require, the right is reserved to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical district basis and/or on a statewide basis with one or more suppliers; to reject any and all bids or waive any minor irregularity or technicality in bids received. When it is determined there is competition to the lowest responsible bidder, evaluation of other bids is not required. Bidders are cautioned to make no assumptions unless their bid has been evaluated as being responsive. All awards made as a result of this bid shall conform to applicable Florida Statutes.

16. SAMPLES: Samples of items, when called for, must be furnished free of expense on or before the bid opening time and date, unless otherwise specified herein. If not destroyed, samples may, upon request, be returned at the bidder's expense. Each individual sample must be labeled with bidders name, manufacturer's brand name and number, bid number, and item reference. Request for return of samples shall be accompanied by instructions which include shipping authorization and name of carrier and must be received within ninety (90) days after bid opening date. If instructions are not received within this time, the commodities shall be disposed of by the department.

17. NONCONFORMANCE TO CONTRACT CONDITIONS: Items may be tested for compliance with specifications by the Florida Department of Agriculture and Consumer Services, or by others acceptable to the department. Should the items fail testing, the department may require the vendor to reimburse the department for costs incurred by the department in connection with the examination or testing of the commodity including costs relating to transporting the commodity samples to the testing site, actual test costs, personnel costs and other applicable costs. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with Chapter 119, F.S. Items delivered not conforming to specifications may be rejected and returned at the vendors expense. These items and items not delivered as per delivery date in bid and/or purchase order may result in bidder being found in default in which event any and all procurement costs may be charged against the defaulting contractor. Any violation of these stipulations may also result in:

- a) Suppliers name being removed from State Purchasing vendor mailing list.
- b) All State departments being advised not to do business with the supplier without written approval from State Purchasing until such time as supplier reimburses the department for all procurement and cover costs.

18. 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; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

19. PATENTS AND ROYALTIES: The bidder, without exception, shall indemnify and save harmless the purchaser and its employees from liability of any nature or kind, including cost 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 supplied hereunder with equipment or data not supplied by contractor or is based solely and exclusively upon the department's alteration of the article. The purchaser will provide prompt written notification of a claim of copyright or patent infringement and will afford the bidder full opportunity to defend the action and control the defense. Further, if such a claim is made or is pending, the contractor may, at its options and expenses procure for the purchaser 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 on request to the contractor and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.) If the bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

20. 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 rent or lease plan. Price increases are not accepted, unless otherwise stated in this solicitation.

21. CANCELLATION: All contract obligations shall prevail for at least one hundred eighty (180) days after effective date of the contract. Also, cancellation may be required in accordance with Section 287.042(b), F.S. In addition to the provision of the Renewal Paragraph, for the protection of both parties, this contract may be cancelled, in whole or in part, by either party by giving thirty (30) days prior notice, in writing, to the other party.

22. ADVERTISING: In submitting a bid, bidder agrees not to use the results therefrom as part of any commercial advertising.

23. ASSIGNMENT: Any purchase order issued pursuant to this solicitation and the monies which may become due hereunder is not assignable except with the prior written approval of the department.

24. LIABILITY: The supplier shall hold and save the State of Florida, its officers, agents, and employees harmless against claims by third parties resulting from the supplier's breach of this contract or the supplier's negligence.

25. FACILITIES: The State reserves the right to inspect the bidder's facilities at any reasonable time with prior notice.

26. PUBLIC RECORDS: Any material submitted in response to this Invitation to Bid will become a public document pursuant to Section 119.07, F.S. This includes material which the responding bidder might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.07, F.S.

NOTE

ANY AND ALL SPECIAL CONDITIONS AND SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE. IN ADDITION, THE "GENERAL CONTRACT CONDITIONS", FORM PUR1000 (CURRENT VERSION), AND "THE GENERAL INSTRUCTIONS TO RESPONDENTS", FORM PUR1001 (CURRENT VERSION) ARE EACH HEREBY INCORPORATED BY REFERENCE THESE CONDITIONS, FORMS, AND INSTRUCTIONS ARE AVAILABLE ON THE INTERNET AT [HTTP://DMS.MYFLORIDA.COM/PURCHASING](http://DMS.MYFLORIDA.COM/PURCHASING). ANY TERMS AND CONDITIONS SET FORTH WITHIN THESE DOCUMENTS SHALL SUPERCEDE ANY AND ALL CONFLICTING TERMS AND CONDITIONS SET FORTH WITHIN FORM PUR1000 AND FORM PUR1001.

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SECTION 1 – 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:

- 1.1 **Breach of Contract**: The condition of the relationship between the Department and the Contractor which exists when the Contractor fails to perform under the terms and conditions of the Contract which may result from this ITB.
- 1.2 **Contractor**: The organization or individual providing services to the Department in accordance with the terms of the Contract which results from this ITB.
- 1.3 **Department or Owner**: The Florida Department of Corrections referred to in this ITB document.
- 1.4 **Desirable Conditions**: The use of the words “should” or “may” in this ITB indicate desirable attributes or conditions, but are permissive in nature. Deviation from, or omission of, such a desirable feature, will not in itself cause rejection of a proposal.
- 1.5 **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 simple futurity) in this ITB indicates a requirement or condition which may not be waived by the Department except where the deviation therefrom 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.
- 1.6 **Minor Irregularity**: A variation from the ITB terms and conditions which does not affect the price of the bid or give the bidder an advantage or benefit not enjoyed by the other bidders or does not adversely impact the interests of the Department.
- 1.7 **P-Card**: Refers to the State of Florida’s purchasing card program, using the Visa platform.
- 1.8 **Purchase Order**: The contract document issued by the Department to the Contractor to procure goods and services.
- 1.9 **Subcontract**: An agreement entered into by the Contractor with any other person or organization that agrees to perform any performance obligation for the Contractor specifically related to securing or fulfilling the Contractor’s obligations to the Department under the terms of the Contract resulting from this ITB.
- 1.10 **Responsible Vendor**: A vendor who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.
- 1.11 **Responsive Bid**: A bid, submitted by a responsive and responsible vendor that conforms in all material respects to the solicitation.

- 1.12 **Vendor, Offeror and Bidder:** A legally qualified corporation, partnership or other entity submitting bids to the Department pursuant to this ITB.
- 1.13 **Winning or Successful Bidder:** The business or entity submitting the lowest responsive bid, meeting all requirements of the Department's ITB.
- 1.14 **Balance Of Line:** Balance of line refers to additional items that may be needed by the department. Awards are not based on pricing submitted for balance of line items, but bidders must submit pricing for all balance of line items in order for their bid to be considered responsive. When balance of line items are listed in a solicitation, the department will clearly indicate what items will be considered in the basis for award.

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SECTION 2 - INTRODUCTION

2.1 Background and 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 to remove the existing roof and install a new self-adhering modified bitumen roofing system at Tomoka Correctional Institution in Daytona Beach, Florida. The successful bidder shall furnish and install the product specified.

2.2 Term of Contract

Purchases shall be accomplished through issuance of a purchase order(s).

SECTION 3 - SCOPE OF WORK

3.1 Specifications

All specifications to be utilized/followed in performing work under this ITB and resulting Contract are indicated in ATTACHMENT 3, consisting of five (5) pages.

3.2 Administrative Functions

All administrative functions (e.g., office space, office supplies, telephones, supplies, and typing) shall be provided by the Contractor.

3.3 Contractor Requirements

3.3.1 Examination of Site and Bid Documents

The bidder, before submitting his/her bid, shall visit the site of the proposed work and familiarize himself/herself with conditions which may in any manner affect the work to be done, or the equipment, materials and labor required. The bidder shall examine this ITB carefully. Ignorance of any requirements contained herein or of conditions existing at the site, will not relieve the Contractor of liability and obligations under the Contract.

3.3.2 Damage to Property

All Department property shall be protected against damage by the Contractor that might occur during or as a result of performance of the Contract.

3.3.3 Completion

Upon completion of the work specified, the Contractor 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.

3.3.4 Scheduling

Scheduling of work must be coordinated with the Department and shall not disturb the normal operation of the institution.

Upon completion and acceptance, and before payment will be made, the Contractor 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 Contractor's bid or the resultant Contract, whichever period is longest, from date of completion.

3.3.5 Security Guidelines

In performing work under the resultant Contract, the Contractor and his employees, agents or subcontractors shall adhere to the following institutional security guidelines:

- 3.3.5.1** No firearms shall be brought onto the institution's grounds. To do so constitutes a felony. (Weapons shall not be left in vehicles).
- 3.3.5.2** No alcohol or controlled substances are allowed on Department property. Lunch boxes, tool boxes and other containers will be inspected at the gate.
- 3.3.5.3** Formal identification (employee's photo, identification badge or driver's license) shall be carried at all times. Proper identification will be required to be admitted into the institution's grounds.
- 3.3.5.4** The Contractor's employees, agents and subcontractors shall not traffic with inmates. Absolutely no transactions are to occur between construction personnel and inmates. This includes a prohibition against giving or receiving cigarettes, stamps or letters. Any person violating this guideline may be immediately removed from further work under the Contract.
- 3.3.5.5** There shall be no communication with inmates, verbal or otherwise, without the authorization of the institution.
- 3.3.5.6** Construction vehicles shall only be parked in areas designated by the Institution's Warden or Colonel. The Contractor shall contact the Warden or Colonel to confirm parking locations.
- 3.3.5.7** All vehicles shall be locked and keys may not be left in ignition locks of motor vehicles. Wheel locking devices may be required (the Contractor shall contact the Warden or Colonel for determination).
- 3.3.5.8** All keys shall be kept in pockets on the person of anyone performing services under the Contract. Keys may not be left in the pockets of clothing not being worn.
- 3.3.5.9** The Contractor and all employees and agents shall protect tools with strict tool control. Tool boxes shall be locked when not in use. Tools are likely to be stolen if handled in a careless manner. Hammers, saws, side cutter pliers, bolt cutters, etc., are of particular concern. (For example, the loss of a bolt cutter will result in the locking down of the compound. Everyone will be required to stay until it is found.) Every tool is to be geographically controlled at every hour of the day. At night, tool boxes are to be removed from the compound or taken to a secure area as directed by the institution's security staff.

- 3.3.5.10** All lost tools must be reported to the Correctional Officer Chief immediately.
- 3.3.5.11** The Contractor shall take notice that use of any powder activated tools must be prior-approved by security personnel prior to bringing the powder activated tools onto the compound. Strict accounting for all powder loads and spent cartridges is required.
- 3.3.5.12** The Contractor shall establish materials storage and working areas with the Warden and/or Colonel.
- 3.3.5.13** Any shutdown of existing systems (gas, water, electricity, electronics, sewage, etc.) shall be coordinated with the Institutional Specialist and the Institution's Officials. No existing utility system may be shutdown without prior approval. The Contractor shall arrange for alternative service (if required) and expeditious re-establishment of the shutdown system.
- 3.3.5.14** All construction materials shall be delivered into the compound on trucks entering through the sally-port. All vehicles will undergo a thorough, security check. Due to the time involved in checking each vehicle (10-15 minutes), the Contractor is requested to minimize the number of deliveries.
- 3.3.5.15** End-of-day construction materials and debris shall be controlled. Construction materials and debris can be used as weapons. To avoid this, the Contractor shall store all material in, and remove debris to, locations agreed to by the security staff.
- 3.3.5.16** The Contractor's personnel shall arrange for a Correctional Officer to survey the project area before construction personnel leave. This will aid both the Contractor and Department in assuring that necessary security measures have been met.

3.3.6 Criminal Records Check

The Contractor'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 Contractor to disqualify, prevent, or remove any staff from any work under the Contract resulting from 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 Contractor. The Department shall not confirm to the Contractor the existence or nonexistence of any criminal history record information. In order to carry out this records check, the Contractor shall provide the following data for any individual of the Contractor or contractor's staff assigned to the Contract: Full name, Race, Date of Birth, Social Security Number, Driver's License Number and State of Issue. If requested, the Contractor's staff shall submit to fingerprinting by the Department of Corrections for submission to the Federal Bureau of Investigation (FBI).

3.4 Damaged Goods

The Contractor shall be responsible for filing, processing, and collecting all damage claims. However, to assist him/her in the expeditious handling of damage claims, the Department will:

- 3.4.1** Record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading.

- 3.4.2 Report damage (visible and 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.
- 3.4.3 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.
- 3.4.4 Provide the vendor with a copy of the carrier's Bill of Lading and Damage Inspection Report.

3.5 Delivery Specifications

Delivery will be as indicated by the bidder on Cost Information Sheet(s), or as otherwise noted in this ITB.

Additional or altered terms presented in an acknowledgment or invoice will constitute a counter-offer, conditional upon express consent of the altered terms by the Department, and these terms shall be without legal effect if not expressly assented to. Acceptance of shipment will not be deemed to constitute acceptance of additional or altered Contract terms.

3.6 Trade Names

Any manufacturer's names, trade names, brand names or catalog numbers used in specifications contained in this bid are for the purposes of describing and establishing general quality levels. Such references are not intended to be restrictive. Bids will be considered for alternate items that meet or exceed the quality level of item(s) listed, unless "No Substitute(s)" or other similar language is indicated on the Cost Information Sheet. If a vendor is submitting a bid for an alternate item, technical documentation/brochures must be provided to the Department for evaluation purposes. An alternate product sample may be required by the Department for review prior to acceptance.

3.7 Shop Drawings (if applicable)

The successful bidder shall supply the Contract Manager with six (6) copies of the manufacturer's data in the form of cut sheets, installation manuals, operation manuals and a troubleshooting guide of all components required for the complete control system. Submittals shall be delivered to the Bureau of Facilities Services within twenty (20) days of receipt of purchase order.

SECTION 4 - PROCUREMENT RULES AND INFORMATION

4.1 Bid Manager

Questions related to this procurement should be addressed to:

Linda Gilyard
Purchasing Specialist
Bureau of Procurement & Supply
Department of Corrections
Tallahassee, Florida 32399-2500
Telephone: (850) 921-0767
Fax # (850) 488-7189
E mail address: gilyard.linda@mail.dc.state.fl.us

From the date this ITB is issued until a notice of intended award, rejection of all bids or other notice is made, no contact related to the ITB will be allowed between a bidder and any Department staff, with the exception of the Procurement Manager or her designee. Bidders shall not contact any other employee of the Department or the State for information with respect to this solicitation. Any unauthorized contact may disqualify the bidder from further consideration.

Pursuant to Section 287.057(24), Florida Statutes, Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the 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 or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

Any person requiring special accommodations in responding to this solicitation because of a disability should call the Bureau of Procurement and Supply at 850-488-6671 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).

Questions will only be accepted if submitted in writing and received on or before the date and time specified in the Calendar of Events (Section 4.2). Responses will be posted on the Vendor Bid System (VBS) by the date referenced in the Calendar of Events (Section 4.2).

4.2 Calendar of Events

Listed below are the important actions and dates/times by which the actions must be taken or completed. If the Department finds it necessary to change any of these dates/times, it will be accomplished by addendum. All listed times are local time in Tallahassee, Florida. (Eastern Time)

	<u>Date</u>	<u>Time</u>	<u>Action</u>
4.2.1	11/19/10		Release of ITB
4.2.2	12/07/10	10:00AM	Site Visit
4.2.3	12/10/10		Last day for written inquiries
4.2.4	12/13/10		Anticipated date that written responses to written inquiries will be posted on the Vendor Bid System (VBS).
4.2.5	12/21/10	2:00PM	Bid Opening
4.2.6	12/27/10		Anticipated posting of recommended award
4.2.7	01/17/11		Anticipated Delivery/Start Date of Job

4.3 Procurement Rules

4.3.1 Mandatory Vendor Registration

In 2003, the State of Florida implemented an on-line e-procurement system called MyFloridaMarketplace (MFMP) through which all purchase orders are issued and distributed via e-mail or facsimile (fax) machine. The method of automatic distribution is selected by the vendor during the registration process. Therefore, before doing business with any state agency, vendors must register in this system on-line at: <http://dms.myflorida.com/mfmp>. Vendors needing assistance with the registration process may call 1-866-352-3776. For information regarding the fees for this service, please refer to Section 7.4.2

4.3.2 Submission of Bids

Each bid shall be prepared simply and economically, providing a straightforward, concise delineation of the bidder's capabilities to satisfy the requirements of this ITB. Fancy 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 contained in the Bid Submission Requirements (Section 5), with particular emphasis on the Mandatory Responsiveness Requirements.

The Department will not consider any additional terms or conditions submitted by a bidder, including any appearing in documents attached as part of a bid response. In submitting its bid, a bidder agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect.

Bids are due at the time and date specified in the Calendar of Events (Subsection 4.2) at the Department of Corrections, Bureau of Procurement and Supply, 2601 Blair Stone Road, 4th floor, Tallahassee, Florida 32399-2500, and shall be submitted to the attention of the Contact Person at the address listed in Subsection 4.1. Bids received late will not be considered. No Department staff will incur responsibility for the inadvertent opening of a bid not properly sealed, addressed or identified.

Before award, the Department reserves the right to seek clarifications or request any information deemed necessary for proper review of submissions from any bidder deemed eligible for Contract award. Failure to provide requested information may result in rejection of the response.

4.3.3 Bid Opening

Bids will be publicly opened at the time and date specified in the Calendar of Events (Subsection 4.2). The name of all bidders submitting bids shall be made available to interested parties upon written request to the Procurement Manager listed in Subsection 4.1.

Any person with a qualified disability requiring special accommodations at the bid opening should contact the Bureau of Procurement & Supply at (850) 488-3020 at least five (5) working days prior to the event. If you are hearing or speech impaired, please contact this office by using the Florida Relay Services which can be reached at 1-800-955-8771 (TDD).

4.3.4 Costs of Preparing Bid

The Department is not liable for any costs incurred by a bidder in responding to this ITB, including those for oral presentations, if applicable.

4.3.5 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.

4.3.6 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 due date indicated in the Calendar of Events (Subsection 4.2).

Any submitted bid that has not been properly withdrawn, shall remain a valid bid for ninety (90) days after the bid opening date.

4.3.7 Rejection of Bids

The Department shall reject any and all bids containing material deviations. The following definitions are to be utilized in making these determinations.

4.3.7.1 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 simple futurity) in this ITB indicates a requirement or condition which may not be waived by the Department except where the deviation therefrom 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.

4.3.7.2 Minor Irregularities

A variation from the ITB terms and conditions which does not affect the price of the bid or give the bidder an advantage or benefit not enjoyed by the other bidders or does not adversely impact the interests of the Department.

4.3.8 Site Visits

The Department encourages minority business enterprises to participate in any bidder's conferences, pre-solicitation, or pre-bid meetings which are scheduled.

The Department will accept verbal questions during the site visit and/or bidder's conference and will make a reasonable effort to provide answers at that time. 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 Subsection 5.5.1. This written response will be provided to all prospective bidders 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.**

4.3.8.1 Site Visits

There will be a **mandatory** site visit at Tomoka Correctional Institution, 3950 Tiger Bay Road, Daytona Beach, Florida. All bidders, before submitting their bid, shall visit the work site and become familiar with conditions that may in any manner affect the work to be done. The Department will set specific dates for the site visits and will not allow visits for individual bidders or at any other time. Bidders must call the person listed below at least four (4) days prior to start date of the site visits listed in the Calendar of Events and furnish them with the following information on all attendees: attendee's full name, social security number, date of birth, driver's license number and state of issuance. **Persons present as attendees must be the same individuals noted on the written list (no changes or additions may be made). Attendees must present photo identification at the site. For security reasons, any person present for admission to a site visit not on the written list will be denied access.**

All site visits will be coordinated with:

Ben Childers, Construction Projects Consultant II
Tomoka Correctional Institution
3950 Tiger Bay Road
Daytona Beach, Florida 32124
Phone: (352) 989-9117
Cell: (407) 721-7086
Fax number: (352) 989-9121
E-mail address: childers.ben@mail.dc.state.fl.us

4.3.8.2 Bidders' Conference

No Bidders' Conference will be held for this procurement.

4.3.9 Bid Inquiries

4.3.9.1 The bidder shall examine this ITB to determine if the Department's requirements are clearly stated. If there are any requirements which restrict competition, the bidder may request, in writing, to the Department that the specifications be changed. The bidder who requests changes to the Department's specifications must identify and describe the bidder's difficulty in meeting the Department's specifications, must provide detailed justification for a change, and must recommend changes to the specifications. Requests for changes to this ITB must be received by the Department no later than the date shown for written inquiries in the paragraph entitled "Calendar of Events." A bidder's failure to request changes by the date described above shall be considered to constitute bidder's acceptance of the Department's specifications. The Department shall determine what changes to this ITB shall be acceptable to the Department. If required, the Department shall issue an addendum reflecting the acceptable changes to this ITB, which shall be sent to all bidders in order that all bidders shall be given the opportunity of proposing to the same specifications.

4.3.9.2 Any inquiries from bidders concerning this ITB shall be submitted in writing to the Procurement Manager identified in Subsection 4.1 of this ITB and must be received no later than the date and time specified in the Calendar of Events (Subsection 4.2). **E-mail inquiries are preferred, however bidders may submit via facsimile or mail with the bidder/contractor following up with a hard copy by mail or facsimile.** It is the responsibility of the bidder to confirm receipt of e-mailed or faxed inquiries.

4.3.10 Cost Discussions

Any discussion by the bidder with any employee or authorized representative of the Department involving cost information, occurring prior to posting of the results of the winning bid, will result in rejection of said bidder's bid.

4.3.11 Verbal Instructions

No negotiations, decisions, or actions shall be initiated or executed by the bidder as a result of any discussions with any Department employee. Only those communications which are in writing from the Department's staff identified in Subsection 4.1 of this ITB shall be considered as a duly authorized expression on behalf of the Department. Only communications from bidders which are signed and in writing will be recognized by the Department as duly authorized expressions on behalf of the bidder.

4.3.12 No Prior Involvement and Conflicts of Interest

No officer or employee of the Department shall receive any compensation whatsoever, directly or indirectly, for any act or service which he may do or perform for or on behalf of any officer or employee or agency, or employee of a Contractor; nor shall any officer or employee of the Department or the state be interested, directly or indirectly, in any Contract or purchase made, or authorized to be made, by anyone for or on behalf of the Department.

4.3.13 Department of 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 Florida Department of State.

In furtherance of the One Florida Initiative, bidders are encouraged to seek the participation of certified minority business enterprises (CMBE). Information on the One Florida Initiative and CMBEs is available from the Office of Supplier Diversity at <http://osd.dms.state.fl.us>. Please identify each CMBE that will participate in the Contract and the nature of the participation.

4.3.14 Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a Contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statute, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

4.3.15 Discriminatory Vendor List

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

4.3.16 Unauthorized Employment of Alien Workers

The Department does not intend to award publicly funded contracts to those who knowingly employ unauthorized alien workers, constituting a violation of the employment provisions as determined pursuant to Section 274A(e) of the Immigration and Nationality Act.

4.3.17 Bid Guarantee

No bid guarantee is required for this procurement.

SECTION 5 - CONTENTS OF BID

This section contains instructions that describe the required format for the submitted bid. Bids shall be submitted in a sealed envelope, clearly marked "**Bid – ITB #10-TOMOKA-8234.**"

There is no intent to limit the content of the response. Additional information deemed appropriate by the bidder may be included. However, cluttering the bid with irrelevant material makes the review more difficult. The following paragraphs contain instructions that describe the required format for bid responses.

5.1 Responsiveness Requirements

The following terms, conditions, or requirements must be met by the bidder to be considered responsive to this ITB. Failure to meet these responsiveness requirements may cause rejection of a bid.

5.1.1 Bidder shall complete, sign and return the ITB Bidder Acknowledgement Form (page 1 & 2). The bidder must return either the original or a copy of both pages with an original signature on page one (1).

5.1.2 The bidder shall complete, sign, date and return (all) pricing pages, entitled Cost Information Sheet, which consists of page 39. By submitting a bid or bids under this ITB, each Bidder warrants its agreement to the prices submitted. The Department objects to and shall not consider any additional terms or conditions submitted by a bidder, including any appearing in documents attached as part of a bidder's response. In submitting its bid, a bidder agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Any qualifications, counter-offers, deviations, or challenges may render the bid non-responsive.

5.2 Technical Documentation

The bidder shall provide complete Technical Data on items other than as specified with the bid for review purposes.

5.3 Contact for Contract Administration

Bidders shall return ATTACHMENT 1, Contact for Contract Administration. This shall be the company representative responsible for the day-to-day activities of the Contract.

5.4 Certificate of Insurance

Bidders shall return a fully executed Certificate of Insurance (see ATTACHMENT 2 for sample).

5.5 Addendum Acknowledgment Form

If an addendum to this bid is issued, the Bidder shall complete and insert the Addendum Acknowledgment Form(s).

5.5.1 The Department will post all addenda and materials relative to this procurement on the Florida Vendor Bid System at www.myflorida.com under the posted bid number (click on “Business”, then “Doing Business with the State”, under “Everything for Vendors and Customers”, click on “Vendor Bid System (VBS)”, and “Search Advertisements”). Each bidder is responsible for monitoring this site for new or changing information relative to this procurement.

5.5.2 An Addendum Acknowledgment Form will be included with each addendum and shall be signed by an authorized company representative, dated, and returned with the bid, as instructed in Section 5, Contents of Bid.

SECTION 6 - AWARD OF CONTRACT

6.1 Posting of Recommended Award

The notice of intended award will be posted on or about the date shown in the “Calendar of Events” (Section 4.2) and will remain posted for a period of seventy-two (72) hours. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72 hour time period. Posting will be made available on the Florida Vendor Bid System at www.myflorida.com (see additional instructions listed in Subsection 5.5.1).

6.1.1 Any bidder who desires to protest the recommended award must file the following documents with the Agency Clerk in the Department’s Office of General Counsel, 2601 Blair Stone Road, Tallahassee, Florida 32399-2500, (telephone 850-488-2328) and provide copies to the Contact Person listed in Section 4.1 of this ITB:

6.1.1.2 A written notice of intent to protest within seventy-two (72) hours after posting of the recommended award. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72 hour time period.

6.1.1.3 A formal written protest by petition within ten (10) calendar days after the date on which the notice of protest is filed.

- 6.1.1.4** A protest bond within ten (10) calendar days after the date on which the notice of protest is filed.
- 6.1.2** Failure to file a protest within the time prescribed in Chapter 120.57(3), Florida Statutes or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.
- 6.1.3** Pursuant to Section 287.042(2)(c), Florida Statutes, a formal written protest must be accompanied by a bond payable to the Department in an amount equal to one percent (1%) of the estimated total value of the proposed contract amount submitted by the protestor. The amount of the bond will be provided by the Department's Office of General Counsel/Contracts Section and can be obtained by contacting the appropriate staff at (telephone number 850-488-2328, facsimile number 850-410-4133). In lieu of a bond, the Department may accept a cashier's check, official bank check, or money order in the amount of the bond.
- 6.1.4** In addition to the requirements of the paragraph No. 15 entitled "Awards" of the General Conditions of the ITB Bidder Acknowledgement Form (page 2), the Department shall not be obligated to pay for information obtained from or through any bidder prior to entering into a contract with the winning bidder.

6.2 Price Determination

The Department will award this Contract to the responsive bidder with the lowest cumulative price (*or insert how it will be awarded*) as specified on the Cost Information Sheet(s) for this ITB. In the event the lowest cost bidder is found non-responsive, the Department may proceed to the next lowest cost responsive bidder and continue the award process.

Firm prices shall be bid and shall include all packaging, handling, shipping and delivery charges (F.O.B. Destination, Freight Prepaid).

6.3 Incomplete Pricing Sheet (Cost Information Sheet)

Any cost information sheet that is incomplete or in which there are significant 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. All changes/corrections made by the bidder, including corrections made using "white out", shall be initialed by the bidder.

6.4 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, FA.C. and Chapter 295.187, F.S.

SECTION 7 - CONTRACT TERMS AND CONDITIONS

This section contains standard terms and conditions that shall be included in any Contract resulting from this ITB. By submitting a bid in response to this ITB, the bidder is deemed to have accepted these terms and conditions in their entirety.

7.1 Contract Document

7.1.1 A bidder's bid in response to this ITB shall be considered as the bidder's formal, final and best offer.

7.1.2 When a purchase order is issued, this ITB and the bidder's response shall be incorporated into and thereby become a part of that bidder's purchase order. If there is a conflict in language, the Department's ITB will govern. In the event the conflict involves any warranties, the document bearing the longest warranty period will govern AS TO THE WARRANTY DISPUTE ONLY.

7.2 Term of Contract

Upon selection of the winning bid, the Department shall issue a purchase order to the successful bidder(s).

7.3 Termination

7.3.1 Termination Because of Lack of Funds

In the event funds to finance this Contract become unavailable, the Department may terminate the Contract upon no less than twenty-four (24) hours' notice in writing to the Contractor. Said notice shall be delivered by certified mail (return receipt requested), facsimile, or in-person with proof of delivery. The Department shall be the final authority as to the availability of funds.

7.3.2 Termination for Cause

If a breach of the Contract occurs by the Contractor, the Department may, by written notice to the Contractor, terminate this Contract upon 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, Florida Administrative Code. The provisions herein do not limit the Department's right to remedies at law or to damages.

The Contractor shall have ten (10) days to cure any breach of contract after receipt of a written notice. If the Department finds that no cure has been applied, the Department may cancel the purchase order as above.

7.3.3 Termination for Unauthorized Employment

Violation of the employment provision as determined pursuant to Section 274A, Immigration and Nationality Act, shall be grounds for unilateral cancellation of the Department's purchase order.

7.4 Payments and Invoices

7.4.1 Subcontracts

As stipulated in Subsection 7.25, titled – “Subcontracts”, no payments shall be made to the Contractor until all subcontracts have been approved, in writing, by the Department.

7.4.2 Transaction Fee

The Department of Management Services has instituted a statewide eProcurement System (“System”), with the assistance of a third-party agent, Accenture LLP (“Accenture”). All transactions from this Contract shall be processed through this system. Pursuant to Section 287.057(23), Florida Statutes (2002), a Transaction Fee of one percent (1%) of the total dollar amount of each purchase order shall apply to all purchases from this Contract. The fee shall be paid by the Contractor, and shall not be added to purchase orders as a separate item.

It is the intent of the system to automatically deduct the Transaction Fee from payments to the Contractor. However, this feature is not currently available and Contractors are expected to self-report until a method of automatic deduction is implemented. By submission of these self-reports and corresponding Contractor deposits, the Contractor is certifying their correctness. All such reports and fee deposits shall be subject to audit by the State.

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

Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering reprocurement costs from the Contractor in addition to all outstanding fees. **CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM BIDDING ON DEPARTMENT CONTRACTS.**

7.4.3 Payment

The Contractor will be paid one lump-sum payment upon satisfactory delivery and installation of the product.

7.4.4 Invoices

The Contractor agrees to submit invoices for delivery of products and/or compensation for services in detail sufficient for a proper pre-audit and post-audit thereof. Invoices will be paid upon completion of services and/or receipt, inspection and acceptance of products.

7.4.5 Final Invoice

The Contractor shall submit the final invoice for payment to the Department no more than 45 days after acceptance of the final deliverable by the Department. If the Contractor fails to do so, all right to payment is forfeited, and the Department will not honor any request submitted after aforesaid time period. Any payment due under the terms of the Contract resulting from this ITB may be withheld until all applicable deliverables and invoices have been accepted and approved by the Department.

7.4.6 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.

7.5 Travel Expenses

The Department shall not be responsible for the payment of any travel expense for the Contractor which occurs as a result of this Contract.

7.6 Contract Modifications

Modifications to provisions of this Contract shall only be valid when they have been rendered in writing and duly signed by both parties. The parties agree to renegotiate this Contract if state revisions of any applicable laws, regulations, or increases/decreases in allocations make changes in this Contract necessary. There are no obligations to agree by either party.

7.7 Contract Management

7.7.1 Department's Contract Administrator

The Contract Administrator for this purchase will be:

Patti Casey, Assistant Bureau Chief
Bureau of Procurement and Supply
Department of Corrections
2601 Blair Stone Road
Tallahassee, Florida 32399-2500
850/414-8734 (telephone)
850/488-7189 (facsimile number)
casey.patti@mail.dc.state.fl.us

The Contract Administrator will perform the following functions:

- 7.7.1.1** maintain the Purchase Order or P-Card file;
- 7.7.1.2** process all change orders and purchase order cancellations; and maintain the official records of all correspondence between the Department and the Vendor.

7.7.2 The Local Contact:

The Local Contact for this Contract will be:

Ben Childers, Construction Projects Consultant II
Tomoka Correctional Institution
3950 Tiger Bay Road
Daytona Beach, Florida 32124
Phone: (352) 989-9117
Cell: (407) 721-7086
Fax number: (352) 989-9121
E-mail address: childers.ben@mail.dc.state.fl.us

- 7.7.2.1 verify receipt of deliverables from the Contractor;
- 7.7.2.2. monitor the Contractor's performance; and
- 7.7.2.3. review, verify, and approve invoices from the Contractor;
- 7.7.2.4. submit requests for change orders, if applicable

7.8 Contract Management Changes

After execution of the Contract resulting from this ITB, any changes in the information contained in Section 7.7, Contract Management of that Contract, will be provided to the other party in writing and a copy of the written notification shall be maintained in the official Contract file.

7.9 Annual Appropriation

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

7.10 Vendor Ombudsman

A Vendor Ombudsman has been established within the Department of Banking and Finance. 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 State Comptroller's Hotline.

7.11 Contractor's Expenses

The Contractor shall pay for all licenses, permits, and inspection fees or similar charges required for this project, and shall comply with all laws, ordinances, regulations, and any other requirements applicable to the work specified.

7.12 Records

7.12.1 Public Records

Article 1, section 24, Florida Constitution, guarantees every person access to all public records, and Section 119.011, Florida Statutes, provides a broad definition of public record. As such, all responses to a competitive solicitation are public records unless exempt by law. Any respondent claiming that its response contains information that is exempt from the public records law shall clearly segregate and mark that information and provide the specific statutory citation for such exemption.

7.12.2 Disclosure of Bid Contents

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

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

7.12.3 Audit Records

7.12.3.1 The successful bidder agrees to maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the Department under this Contract, and agrees to provide a financial and compliance audit to the Department or to the Office of the Auditor General and to ensure that all related party transactions are disclosed to the auditor.

7.12.3.2 The successful bidder agrees to include all record-keeping requirements in all subcontracts and assignments related to this Contract.

7.12.4 Retention of Records

The successful bidder agrees to retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertaining to this Contract for a period of five (5) years. The successful bidder shall maintain complete and accurate record-keeping and documentation as required by the Department and the terms of this Contract. Copies of all records and documents shall be made available for the Department upon request. All invoices and documentation must be clear and legible for audit purposes. All documents must be retained by the successful bidder at the address listed on the ITB Cover Sheet, PUR 7028, for the duration of this Contract. Any records not available at the time of an audit will be deemed unavailable for audit purposes. Violations will be noted and forwarded to the Department's Inspector General for review. All documents must be retained by the Vendor at the Vendor's primary place of business for a period of five (5) years following termination of the Contract, or, if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings. The Vendor shall cooperate with the Department to facilitate the duplication and transfer of any said records or documents during the required retention period. The Vendor shall advise the Department of the location of all records pertaining to this Contract and shall notify the Department by certified mail within ten (10) days if/when the records are moved to a new location.

7.13 Prison Rehabilitative Industries and Diversified Enterprises, Inc. ("PRIDE")

The Bidder agrees that any articles which are the subject of, or are required to carry out this Contract, shall be purchased from PRIDE, identified under Chapter 946, Florida Statutes, in the same manner and under the procedures set forth in Sections 946.515(2) and (4), Florida Statutes. The Bidder shall be deemed to be substituted for the Department in dealing with PRIDE, for the purposes of this Contract. This clause is not applicable to subcontractors, unless otherwise required by law. Available products, pricing, and delivery schedules may be obtained by contacting PRIDE.

This section is applicable to those products manufactured or services provided by PRIDE. For a list of these products, please go to <http://www.pride-enterprises.org/>.

7.14 Product Available from the Blind or Other Handicapped (RESPECT)

The Department supports and encourages the gainful employment of citizens with disabilities. It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this Contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036 (1) and (2), Florida Statutes; and for purposes of this Contract the person, firm, or other business entity carrying out the provisions of this Contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned.

This section is applicable to those products manufactured or services provided by RESPECT. For a list of these products, please go to <http://www.respectofflorida.org>.

7.15 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, this Contract shall be procured in accordance with the provisions of Section 403.7065, Florida Statutes.

7.16 Sponsorship

If the Contractor is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Contract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (*insert Vendor's name*) and the State of Florida, Department of Corrections." If the sponsorship reference is in written material, the words "State of Florida, Department of Corrections" shall appear in the same size letters or type as the name of the organization.

7.17 Employment of Department Personnel

The Contractor shall not knowingly engage in this project, on a full time, part time, or other basis during the period of this Contract, any current or former employee of the Department where such employment conflicts with Section 112.3185, Florida Statutes.

7.18 Non-Discrimination

No person, on the grounds of race, creed, color, national origin, age, gender, marital status or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in the performance of, this Contract.

7.19 Americans with Disabilities Act

The Contractor shall comply with the Americans with Disabilities Act. In the event of the Contractor's noncompliance with the nondiscrimination clauses, the Americans with Disabilities Act, or with any other such rules, regulations, or orders, the Contract resulting from this ITB may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further contracts.

7.20 Indemnification

The Contractor shall be liable, and agrees to be liable for, and shall indemnify, defend, and hold the Department, its employees, agents, officers, heirs, and assignees harmless from any and all claims, suits, judgments, or damages including court costs and attorney's fees arising out of intentional acts, negligence, or omissions by the Contractor, or its employees or agents, in the course of the operations of the Contract resulting from this ITB, including any claims or actions brought under Title 42 USC §1983, the Civil Rights Act.

7.21 Contractor's Insurance

The Contractor 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 Contractor shall not permit or allow any subcontractor to commence work on this Contract (if this Agreement is subcontracted) until all similar insurance required of the Contractor has been obtained by the subcontractor and approved. All insurance policies shall be with insurers qualified and doing business in Florida. The Department shall be furnished proof of coverage of insurance by Certificates of Insurance (Attachment 3) accompanying the contract documents and shall name 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 Contractor and/or subcontractor providing such insurance.

7.21.1 Workers' Compensation Insurance

The Contractor 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 Contractor 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 Contractor. Such insurance shall comply fully with the Florida Workers' Compensation Law. In the event any class of employees engaged in hazardous work under this Contract at the site of the project is not protected under the Workers' Compensation Statute, the Contractor shall provide and cause each subcontractor to provide adequate insurance satisfactory to the Department for protection of any employees not otherwise protected.

7.21.2 Contractor's Public Liability and Property Damage Insurance

The Contractor 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.

7.21.3 Asbestos-Abatement Contractor's Liability Insurance Pollution Endorsement

The asbestos-abatement Contractor shall procure a pollution endorsement to his public liability insurance, against claim or claims expenses arising from the abatement project, as required by Section 255.56, Florida Statutes. The coverage by the endorsement may be of the Claims-Made type.

7.21.4 Liability Insurance Coverage

The Contractor 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 this Contract, the Contractor 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 Contractor may desire to obtain or be required to obtain by law. The Department reserves the right to require additional insurance where appropriate.

If the Contractor is a state agency or subdivision as defined by Section 768.28, Florida Statutes, the Contractor 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.

7.22 Copyrights, Right to Data, Patents and Royalties

Where activities supported by the Contract resulting from this ITB 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 ITB, 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 Contractor under the Contract resulting from this ITB. All computer programs and other documentation produced as part of the Contract resulting from this ITB 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 119.083, Florida Statutes, and may not be copied or removed by any employee of the Contractor without express written permission of the Department.

The Contractor, without exception, shall indemnify and save harmless the Department and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or un-patented invention, process, or article manufactured or supplied by the Contractor. The Contractor 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 Contractor 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 Contractor full opportunity to defend the action and control the defense of such claim.

Further, if such a claim is made or is pending, the Contractor 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 Contractor upon its request and receive reimbursement, fees and costs, if any, as may be determined by a court of competent jurisdiction.) If the Contractor 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.

7.23 Disputes

Purchasing entities are to report any vendor failing to perform according to the requirements of this contract on a Department of Management Services' (DMS) Complaint to Vendor form (#PUR7017). The Bureau of Procurement & Supply will provide a copy of the #PUR7017 to the State Purchasing Office at the Department of Management Services. Should the vendor fail to satisfactorily correct the problem within a prescribed period of time, then a "Request for Assistance" form (#DC2-509) shall be submitted to the Contract Administrator with a copy to the Contract Manager, if applicable. The Contract Administrator shall decide the dispute (with input from the Contract Manager if applicable), reduce the decision to writing, and deliver a copy to the Vendor and the Contract Manager, if applicable. If the dispute cannot be resolved by the Contract Administrator, the issue shall be escalated to the Bureau Chief of Procurement and Supply for resolution. Copies of these submittals shall remain in the contract file for use in decisions regarding renewal options.

7.24 Independent Contractor Status

In the Contractor's performance of its duties and responsibilities under this Contract, it is mutually understood and agreed that the Contractor is at all times acting and performing as an independent Contractor. The Department shall neither have nor exercise any control or direction over the methods by which the Contractor shall perform its work and functions other than as provided herein. Nothing in the Contract is intended to or shall be deemed to constitute a partnership or a joint venture between the parties.

7.25 Subcontracts

The Contractor is fully responsible for all work performed under the Contract resulting from this ITB. The Contractor may, upon receiving prior written consent from the Department's Contract Manager, enter into written subcontract(s) for performance of certain of its functions under the Contract. No subcontract, which the Contractor enters into with respect to performance of any of its functions under the Contract, shall in any way relieve the Contractor of any responsibility for the performance of its duties. All payments to subcontractors shall be made by the Contractor.

If a subcontractor is utilized by the Contractor, the Contractor shall pay the subcontractor within seven (7) working days after receipt of full or partial payments from the Department, in accordance with Section 287.0585, Florida Statutes. It is understood and agreed that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Contractor shall be solely liable to the subcontractor for all expenses and liabilities under the Contract resulting from this ITB. Failure by the Contractor to pay the subcontractor within seven (7) working days will result in a penalty to be paid by the Contractor 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 fifteen percent (15%) of the outstanding balance due.

7.26 Assignment

The Contractor shall not assign its responsibilities or interests under the Contract resulting from this ITB to another party without prior written approval of the Department's Contract Administrator, or the Contract Manager, if applicable. The Department shall, at all times, be entitled to assign or transfer its rights, duties and obligations under the Contract resulting from this ITB to another governmental agency of the State of Florida upon giving written notice to the Contractor.

7.27 Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Contract or interruption of performance resulting directly or indirectly from acts of God, accidents, fire, explosions, earthquakes, floods, water, wind, lightning civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, labor disputes.

7.28 Substitution of Key Personnel

In the event the successful Contractor 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.

7.29 Severability

The invalidity or unenforceability of any particular provision of this Contract shall not affect the other provision hereof and this Contract shall be construed in all respects as if such invalid or unenforceable provision was omitted.

7.30 Use of Funds for Lobbying Prohibited

The Contractor agrees to comply with the provisions of Section 216.347, Florida Statutes, which prohibit the expenditure of state funds for the purpose of lobbying the Legislature or a state agency.

7.31 Governing Law and Venue

The Contract resulting from this ITB is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with the laws, rules and regulations of the State of Florida. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

7.32 Convicted Felons Certification

No personnel assigned to this Contract may be a convicted felon or have relatives either confined by, or under supervision of, the Department, unless an exception is granted.

**ATTACHMENT 1 - CONTACT FOR CONTRACT ADMINISTRATION
ITB #10-TOMOKA-8234**

Designate one person authorized to conduct contract administration.

NAME: _____

TITLE: _____

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

E-MAIL ADDRESS: _____

ORDERING INFORMATION

ALL PURCHASE ORDERS SHOULD BE DIRECTED TO:

NAME: _____

TITLE: _____

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

E-MAIL ADDRESS: _____

ATTACHMENT 2 – SAMPLE CERTIFICATE OF INSURANCE
ITB #10-TOMOKA-8234

INSURER:

Date: _____

This certificate is issued at the request of:

Department of Corrections, State of Florida
 Bureau of Procurement & Supply

The following insurance policies of this company have been issued to:

INSURED:

on the construction job designated below:

NAME LOCATION PROJECT NUMBER (10-TOMOKA-8234)

INSURANCE IN FORCE	MINIMUM LIMITS	LIMITS IN FORCE	EFFECTIVE DATE	EXPIRATION DATE
Workers' Compensation and Employer Liability Policy No. _____	Statutory			
Contractor's Public Liability and Property Damage: Policy No. _____ 1. Bodily Injury Liability	\$300,000 each accident			
2. Property Damage Liability	\$100,000 each accident \$100,000 aggregate operations \$100,000 aggregate protective \$100,000 aggregate contractual			
Automobile Liability Policy No. _____ 1. Bodily Injury Liability	\$100,000 each person \$300,000 each accident			
2. Property Damage Liability	\$25,000 each accident			
Owner's Protective Liability Insurance Policy No. _____ 1. Bodily Injury Liability	\$300,000 each accident			
2. Property Damage Liability	\$100,000 each accident			

Other Required Coverages

1. "XCU" (Explosion, Collapse, Underground Damage). The Contractor's Liability Policy provides "XCU" coverage for those classifications in which they are excluded.
2. Contractual Liability-Work Contracts: The Contractor's Liability Policy covers such contracts when they are affected.
3. Indemnification Rider: The Contractor's Liability Policy provides a "Hold Harmless" rider to cover the provisions of Article 4.18 of the referenced A.I.A. General Conditions and is so noted on the Contractor's Certificate of Insurance.
4. Fire and Extended Coverage Insurance: The Contractor has taken out and will maintain during the life of this contract a "Builder's Risk Policy" with fire and extended coverage and vandalism and malicious mischief coverage, completed value form.

Policy No. _____

Effective Date: _____

Expiration Date: _____

It is hereby certified that the above-listed required policies and other required coverages are in force, and that the above-listed policies protect the Contractor performing work under the contract for the construction job designated above against all claims for damages for personal injury, including death, resulting from accidents and for damage to property, which may arise from operations under the contract whether such operations be by the Contractor or anyone directly employed by him in connection with the performance of the contract.

In addition, it is also hereby certified that the designated insurer will give notice by mail to the Department of Corrections, Bureau of Procurement & Supply, at least fifteen (15) days prior to any material change in the provisions of, or the cancellation of, the above-listed policies of insurance.

INSURER:

By: _____
Authorized Resident Agent

Address: _____

Attached: Power of Attorney

ATTACHMENT 3 – SPECIFICATIONS
ITB #10-TOMOKA-8234

Page 1 of 5

SECTION 07553

SELF-ADHERING MODIFIED BITUMINOUS MEMBRANE ROOFING

PART 1 – GENERAL

1.1 PERFORMANCE REQUIREMENTS

- A. Install a self-adhering modified bituminous membrane roofing system and flashing system, with compatible components that will not permit passage of liquid, and will withstand wind loads, flotation loads, thermally induced movement, and exposure to weather without failure.

1.2 SUBMITTALS

- A. Product Data: For each type of roofing material indicated. All submittals are to be provided and approved prior to start of project.
- B. Shop Drawings: Show locations and extent of roofing. Include plans, sections, details, and attachments to other work, for flashing sheets, roof penetrations, inside and outside corners, vertical intersections, roof slope, expansion joints, and membrane terminations.
- C. Samples for Verification: For each of the following products:
 - 1. 12-by-12-inch square piece of flashing sheet.
 - 2. 12-by-12-inch square piece of board insulation.
 - 3. 12-by-12-inch square piece of roofing membrane (cut sheet).
- D. Qualification Data:
 - 1. Installers Certificate: Signed by manufacturers certifying that installers comply with requirements.
 - 2. Maintenance Data: For roofing system to include in maintenance manuals.
 - 3. Inspection Report for Information: Copy of roofing system manufacturer's inspection report of completed roofing membrane.

1.3 QUALITY ASSURANCE

- A. Installer Qualifications: An employer of workers trained and approved by manufacturer.
- B. Source Limitations: Obtain roofing membrane materials through one source from a single manufacturer to provide a single source warranty.

1.4 DELIVERY, STORAGE AND HANDLING

- A. Deliver materials to project site in original containers with seals unbroken, labeled with manufacturer's name, product brand name and type, date of manufacture, and directions for storing and mixing with other components.
 - 1. Handle and store roofing materials and place equipment in a manner to avoid significant or permanent damage to deck or structural supporting members by excessive weight overloading.
- B. Protect roofing insulation materials from damage and from deterioration by sunlight, moisture, soiling, and other sources. To prevent insulation from becoming airborne in the event of inclement weather, cover all insulation with heavy tarpaulins and make sure insulation is properly secured. Moisture content may be tested at the Department's discretion.

1.5 PROJECT CONDITIONS

- A. Environmental Limitations: Apply roofing within the range of ambient and substrate temperatures recommended by roofing system manufacturer. Do not apply roofing to a damp or wet substrate.
 - 1. Do not apply roofing in snow, rain, fog, mist, or when moisture is present. Install roofing material when conditions are in compliance with manufacturer's recommended temperature.
 - 2. Contractor's on-site project supervisor shall keep a daily record of project conditions. This shall be kept in a log book and record: start and finish time of each day, manufacturer's inspections and names of inspector, weather temperature for that day, material delivery with company name and names of contractor's employees on site. **This log book shall be kept on site. Information shall be recorded daily and must be available to the Department's representative upon request**

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. APPROVED SYSTEMS:

1. GAF Materials Corp. S/A System
2. Polyglass Roofing S/A System
3. Johns Mansville S/A System

B. Self-Adhering Modified Bituminous Roofing Membrane: 4.0 mm thickness ASTM # D6164, Type I.

C. Rubberized asphalt laminated to a cross-laminated, high-density polyethylene film; with release liner on adhesive side.

1. Physical Properties: As follows, measured per standard test methods referenced:

- a. Tensile Strength (Membrane): ASTM D 412, Die C, modified.
- b. Ultimate Elongation: ASTM D 412, Die C, modified.
- c. Pliability: Pass at minus 25 deg F, ASTM D 146.
- d. Crack Cycling: Unaffected after 100 cycles of 1/8-inch movement; ASTM C 836.
- e. Puncture Resistance: 40 lbf minimum; ASTM E 154.

D. Inter ply self-adhering modified bitumen membrane: 3.0 mm thickness ASTM #D6164, TYPE I.

E. Modified bitumen base-ply for non-nailable surface for direct fastening to decking surface, with a fastener approved by the roofing manufacturer for the intended application. 1.5 mm thickness or greater as required for deck application.

2.2 FASTENERS

Manufacturer shall approve fastener for application of roof system.

2.3 AUXILIARY MATERIALS

A. General: Furnish auxiliary materials recommended by roofing system manufacturer for intended use and compatible with roofing.

B. Concealed Flashing Membrane: Self-adhering, rubberized-asphalt composite sheet of same material, construction, and thickness as roofing membrane.

C. Exposed Flashing Sheet: Self-adhering membrane recommended by manufacturer.

D. Metal Counter flashing: All exposed flashing shall be constructed of 24-gauge Galvalume metal, fabricated to fit each need, and a sample must be approved by a department representative.

E. Mastic and Sealant: Liquid mastic and sealant recommended by manufacturer.

- F. Perimeter Metal: Attach perimeter flashing and strapping fabricated from 24-gauge mill-finish galvalume metal. Provide fasteners as recommended by manufacturer.
- G. Roof Drains: The use of manufacturer approved retro-fit roof drains with the throat inserts of sufficient length and size for the existing drains, constructed from spun aluminum. A 30"x30" sheet lead primed, required at each drain.

2.4 WARRANTY

Special Roofing Membrane Manufacturer's Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace any and all parts of roofing that does not remain watertight throughout warranty period.

- 1. Warranty Period: MANUFACTURER'S SYSTEM WARRANTY for 20 years, No Dollar Limit (NDL), non-prorated or penal sum from date of Substantial Completion.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions under which roofing will be applied with installer present, for compliance with requirements and other conditions affecting performance.
 - 1. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Clean and prepare substrate according to manufacturer's written recommendations. Provide clean, dust-free, and dry substrate for roofing application.
- B. Existing roof to be completely removed to expose the lightweight concrete deck including perimeter metals.
- C. Inspect wood nailer for any rotten wood; and replace prior to the installation of the roof system.
- D. Contractor to coordinate with security staff for the placement and location of dumpsters that will be utilized on site for roofing debris. Contractor shall perform daily cleanup of construction debris during the entire period of construction.
- E. Protect roof drains and other deck penetrations to prevent spillage and migration of roofing fluids in drains and drain pipes. Any debris allowed into drains will be the contractor's responsibility to remove.

3.3 ROOFING MEMBRANE INSTALLATION

- A. Install roofing membrane according to roofing membrane manufacturer's written instructions.
- B. Install base sheet underlayment membrane to deck with approved fasteners and to a clean and dry surface.
- C. Install inter ply membrane and self-adhering modified bituminous membrane roofing extending up to top of cant strips.
- D. Apply membrane from low point to high point of roof deck to ensure proper drainage of water to direct water to drains.

3.4 FLASHING INSTALLATION

- A. Comply with all manufacturer's installation requirements.
- B. Perimeter metals to be constructed from 26-gauge galvalume sheet metal and will be of sufficient width to cover wood nailer by a minimum of 1". All joints to have 6" cover plates embedded in approved mastic and fastened per Florida Building Code.

3.5 FIELD QUALITY CONTROL

- A. The department will determine if a flood test is needed to determine leaks.
- B. Final Roof Inspection: Arrange for roofing system manufacturer's technical personnel to inspect roofing installation with two (2) interim inspections and a final at completion of roofing system and flashing.
 - 1. Notify the department 48 hours in advance of date and time of inspection.
- C. Correct deficiencies or remove roofing that does not comply with requirements, repair substrates, reapply roofing, and repair flashing.

3.6 PROTECTING AND CLEANING

- A. Protect roofing according to manufacturer's written recommendations to prevent damage and wear during application and remainder of construction period.
- B. Clean spillage and soiling from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.
- C. Contractor shall arrange, with security staff, the schedules for removal of roofing debris from this project both during activity and at completion. Institutional security staff will perform periodic inspections of dumpsters and vehicles entering facility.

End of Section

**MANDATORY FORM
COST INFORMATION SHEET**

**DEPARTMENT OF CORRECTIONS
2601 BLAIR STONE ROAD
TALLAHASSEE, FLORIDA 32399-2500**

Bid No: #10-TOMOKA-8234
Project Name: BITUMEN ROOFING SYSTEM

F.O.B.: Tomoka CI
3950 Tiger Bay Road
Daytona Beach, Florida 32124

ITEM #1 BITUMEN ROOF SYSTEM

1 LOT Contractor shall remove and properly dispose of existing roof according to local and state regulations. Contractor shall provide all necessary materials and installation/labor to replace existing roof at Tomoka Correctional Institution (Administration Building); and replace it with a new self-adhering modified bituminous membrane roofing system and flashing system with compatible components that will not permit passage of liquid and will withstand wind loads, flotation loads, thermally induced movement, and exposure to weather without failure.

TOTAL PRICE: \$ _____

NAME OF BIDDER

FEID#

SIGNATURE OF AUTHORIZED REPRESENTATIVE

DATE