



**STATE OF FLORIDA  
DEPARTMENT OF JUVENILE JUSTICE**

**ITB SOLICITATION**

Included with this cover page, you have received solicitation documents for the following:

Solicitation No.: DJJ-ITB-001-17/18  
Number of Addenda as of above date: None  
Item(s) of Bid Bread, Dinner Rolls, Buns, Bread Sticks, Bagels and Flour Tortillas  
Commodity Code(s) 50181900 Bread and Biscuits and Cookies  
Date and time proposals are due March 1, 2018 @ 3:00 PM EST

The solicitation documents you received are subject to change. After the proposer receives the single initial email notification of a solicitation from the VBS and decides to submit a response, it is important that proposers **continually** monitor the Vendor Bid System (VBS) for any changes to this solicitation. It is the proposer's responsibility to be aware of any changes posted to the VBS. REGISTRATION WITH THE DEPARTMENT FOR THIS SOLICITATION IS NOT A REQUIREMENT TO SUBMIT A PROPOSAL, HOWEVER, TO DO BUSINESS WITH THE STATE OF FLORIDA, PROPOSERS MUST BE REGISTERED IN MY FLORIDA MARKET PLACE (MFMP) WITH A VALID FLORIDA W9 ON FILE.

**Complete written proposals are only acceptable via US Mail, private courier service, or hand-delivery to:**

Department of Juvenile Justice  
c/o Carol Walters or Michele Cook  
Koger Center - Alexander Building  
Purchasing/Leasing Section  
2020 Capital Circle Southeast, Suite 1400  
Tallahassee, Florida 32399-3100

**Each Proposer MUST provide the below contact information:**

Company Name: \_\_\_\_\_

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

City, State & Zip: \_\_\_\_\_

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

Telephone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

**For further information on this process or if you hand deliver your response, you may contact Carol Walters at (850) 717-2742 or Michele Cook at (850) 717-2741.**

**NOTE: All proposals must include one (1) signed copy-marked original and two (2) signed copies marked copies. See 5.1c and 9.3 for redacted instructions if required for your proposal.**

To receive information on DJJ solicitations 24 hours a day, 7 days a week, visit the Vendor Bid System (VBS) at [http://vbs.dms.state.fl.us/vbs/search.criteria\\_form](http://vbs.dms.state.fl.us/vbs/search.criteria_form)

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**SECTION 1 – DEFINITIONS AND GENERAL CONTRACT CONDITIONS-PUR 1000 AND 1001**

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 or Purchase Order:** A failure of the Vendor(s)/ Supplier(s) to perform in accordance with the terms and conditions of this ITB.
- 1.2 **Contract or Purchase Order:** The agreement which results from this ITB between the awarded Bidder(s) and the Department. Contract or Purchase Order shall be used interchangeably and mean the same.
- 1.3 **Contract/ITB Solicitation Manager:** The person or designee that manages the contract/ITB solicitation and acts as a liaison between the awarded/ vendor(s), Detention facilities and the Department.
- 1.4 **Vendor(s) or Supplier(s):** The organization, individual or legal entity providing services or commodities to the Department in accordance with the terms of this awarded ITB. Vendor or Supplier may be used interchangeably and mean the same.
- 1.5 **Department:** The Florida Department of Juvenile Justice.
- 1.6 **DJJ:** Department of Juvenile Justice.
- 1.7 **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.
- 1.8 **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 is not material. A deviation is material if, in the Department’s sole discretion, the deficient response is substantially not in accordance with this ITB’s requirements, and provides an advantage to one bidder over the other bidders, which has a 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.
- 1.9 **Minor Irregularity:** A variation from the ITB terms and conditions which does not affect the bid or give the bidder an advantage
- 1.10 **Number of Verbs or Nouns:** Throughout this solicitation, the singular may be read as the plural and the plural as the singular.
- 1.11 **Packing:** Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases or other types of containers.
- 1.12 **P-Card:** Refers to the State of Florida’s purchasing card program, using the Visa platform as a method of payment.
- 1.13 **Proposer:** Any firm or person who submits a proposal to the Department in response to this solicitation.
- 1.14 **Proposal or Bid:** All information and materials submitted by a proposer in response to this solicitation. Proposal or Bid may be used interchangeably and mean the same.
- 1.15 **Purchase Order (PO):** An electronic order issued via the MyFloridaMarketPlace (MFMP) Procurement system. See PUR 1000, content number 2. Each Detention facility will issue their own PO for their requirements.

- 1.16 **Responsible Vendor:** A vendor who has the capability in all respects to fully perform the ITB solicitation requirements and the integrity and reliability that will assure good faith performance.
- 1.17 **Responsive Bid:** A bid submitted by a responsive and responsible vendor that conforms in all material respects to the ITB solicitation.
- 1.18 **State:** State shall be synonymous with the Department of Juvenile Justice or the State of Florida.
- 1.19 **Subcontractor/Sub vendor(s):** Any person other than an employee of the Vendor(s) who performs any of the services listed in this solicitation for compensation paid by the Vendor(s).
- 1.20 **Vendor, Offeror and Bidder:** A legally qualified corporation, partnership or other legal entity submitting a bid to the Department pursuant to this ITB solicitation.
- 1.21 **Awarded Bidder(s):** The corporation, partnership, LLC, business or entity submitting the lowest responsive bid, meeting all the requirements of the Department's ITB solicitation.

1.22 **GENERAL CONTRACT CONDITIONS (PUR 1000)**

The General Contract Conditions are outlined in PUR 1000 which is a downloadable document incorporated in this bid by reference. Return signature page with your proposal.

<http://dms.myflorida.com/content/download/2933/11777>

1.23 **GENERAL INSTRUCTIONS TO RESPONDENTS (PUR 1001)**

The General Instructions to Respondents are outlined in PUR 1001 which is a downloadable document incorporated in this bid by reference. Return signature page with your proposal.

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

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## **SECTION 2 – INTRODUCTION**

### **2.1 Statement of Purpose:**

The purpose of this Invitation to Bid (ITB) is to secure competitive bids from qualified vendors to supply and deliver specific Bread products, to various Detention facilities throughout the state. An award resulting from this ITB solicitation will be for a period of five (5) years starting **May 15, 2018 through May 14, 2023**.

### **2.2 Awarded Solicitation:**

This solicitation may be awarded to multiple vendors across the state by the Department to be most advantageous and being in the best interest of the State. On the bread product information price sheet(s) (See Appendix) bidders shall provide a net unit price for each item prepaid Freight on Board (FOB) to the facilities addresses as provided. (see appendix) **Vender(s)** must place a **NO BID** on any item that cannot be provided. Any extra delivery charges will not be acceptable. All transportation charges, including freight, fuel surcharge, handling and distribution charges shall be included in the net FOB price of each item. No maximum or minimum quantities or expenditures are guaranteed. The Department reserves the right to increase or decrease the quantities as needed on the purchase orders issued. The Department will be responsible only for approved bread items ordered and received.

**NOTE: Vendor(s) must submit their net price per item with two (2) decimal points (i.e. \$1.25 or \$0.58 each) in order for their proposal to be considered responsive.**

Purchases shall be accomplished through issuance of a MyFloridaMarketPlace (MFMP) blanket purchase order(s). All Department Detention facilities shall use the Vendor(s) supplied electronic ordering system, if available by the vendor, for subsequent orders which shall reflect the original purchase order number in accordance with Section 3.5.

Based on the unique operational needs and available appropriations, the Department reserves the right to inform the Vendor(s) of any additions or deletions of Detention facilities upon thirty (30) calendar day's written notice. Therefore, the Vendor(s) should be prepared, in advance, to make any necessary changes as required.

### **2.3 Cooperative Purchasing by other State Agencies:**

As provided in Section 287.042(16), Florida Statutes, other state agencies may purchase from the resulting Awarded solicitation provided that the Department of Management Services (DMS) has determined that the ITB solicitation's use is cost-effective and in the best interest of the State. Upon such approval, the Vender(s) may, at its discretion, sell these commodities or services to additional agencies, upon the terms and conditions contained herein.

## **SECTION 3 – PRODUCT INFORMATION**

### **3.1 Specifications**

The Vendor(s) must maintain adequate stock to meet the needs of the Department.

The vendor(s) shall be capable of providing all products, or approved equivalents. Any equivalent products submitted may be subject to quality testing and nutritional approval at the discretion of the Department.

Only items on the authorized bread product information price sheet(s) may be ordered, purchased and delivered, unless prior written approval has been granted by the Contract Manager, or designee for approved substitute or equivalent items.

Bread, Dinner Rolls, Buns, Bread Sticks, Bagels and Flour Tortillas



Proposers are to bid only on fresh daily Bread Products as indicated on the price sheet attachment.

All products delivered to the Detention facilities must meet or exceed United States Department of Agriculture (USDA) National School Lunch Program (NSLP) specifications and have a minimum shelf-life of at least (10) days from delivery to consumption.

The maximum weight for package (containers, case, etc.) shall not exceed Occupational Safety and Health Administration (OSHA) standards. Packages exceeding the maximum weight may be rejected by the facility. The Vendor(s) shall ensure that potentially harmful products are labeled and Material Safety Data Sheets (MSDS) are provided with the appropriate products.

Individual product specifications are listed on the bread product information price sheet(s).

### **3.2 Vendor(s) Responsibilities:**

All products specified herein shall be processed, packaged and delivered in accordance with industry standards, regulations of the Florida Department of Health (DOH), USDA, and requirements of the Federal Food, Drug & Cosmetic Act (FFDCA), and regulations promulgated thereunder.

The successful vendor(s) will be responsible to comply with the Department's statewide procedure on background screening for their employees and any sub vendors. The vendor shall comply with the requirements for background screening pursuant to chapters 39, 435, 984 and 985, Florida Statutes and the Department's background screening policy. Failure to comply with the Department's background screening policy may result in termination of this awarded ITB solicitation.

### **3.3 Quality Control Procedures:**

All bread products shall have the date or coded date inscribed on it. Conversion tables shall be provided for all date codes. The Manufacturer Product Number, Universal Product Code (UPC) and Global Trade Number (GTIN) brand name, provided by the Vendor(s) on the Food product information price sheet(s) shall be provided on each case.

The Vendor(s) shall have an established quality assurance program that complies with industry standards. This quality assurance program must detail the Vendor's(s)' quality control program(s) that will ensure compliance with the ITB solicitation requirements.

The Vendor(s) shall have a written quality control program that ensures all products are handled in a manner that complies with all Hazard Analysis Critical Control Point (HACCP) regulatory requirements as well as the Current Good Manufacturing Practices (CGMP) and Standard Sanitary Operating Procedures (SSOP). Any suppliers/manufacturers providing products to the Vendor(s) shall have verifiable HACCP programs in place at their facilities. The Vendor(s) shall monitor the quality control program of all their sub suppliers/manufacturers.

The Department may conduct a quality test on products delivered to the facilities to ensure that they meet the required product specifications.

The Department reserves the right to visit any vendor or sub supplier premises and conduct on-site inspections at any time it deems it to be necessary.

### **3.4 Out-of- Stock/None Available Product:**

The Vendor(s) shall notify the ordering facility of out-of-stock/none available products upon receipt of the order, but in no event later than forty-eight (48) hours before the scheduled delivery. If the Vendor(s) is unable to fill an order completely, they must inform the ordering facility of the "shortage" within 24 hours of receiving the order.

A substitute product may be provided with prior approval by the Contract Manager, or designee in accordance with section 3.10. Substitutions shall be priced using the same unit pricing methodology as the original product. Substitutions should not be made on a continuing basis. Explanation of repeated/continued substitutions shall be made to the Contract Manager or designee. **(NOTE: Out-of-stock/none or shortage of products non-available product situations may be a basis for cancellation of the awarded ITB solicitation and/or a credit for any open market purchase or other appropriate remedies).**

**NOTE: The Department reserves the right to issue concurrent purchase orders on products that, due to increased demand or short supply from the awarded vendor(s), cannot be supplied in a timely manner.**

### 3.5 Order Process:

The Detention facilities will choose the bread item(s) from an approved product listing through a Vendor(s) supplied electronic ordering system if the vendor has one. The system, if available, will be capable of the following:

- A. confirmation, upon receipt of any order to the ordering facility;
- B. notifying the ordering facility of any unavailable product(s), at the time the order is placed;
- C. restricting orders to authorized items only; and
- D. printing out the order once completed.

The Vendor(s) shall be responsible for clarifying any order discrepancies prior to shipment. The Vendor(s) shall be responsible for ensuring their electronic ordering system is updated on a weekly basis and provide training on their electronic ordering system on an as needed basis for Department or Detention facility staff.

### 3.6 Delivery:

All bread products must be in prime condition at time of delivery.

Bread products shall be delivered in clean standard packaging used for this type of product, free of dirt, sand, grease, or other foreign particles and packed in clean corrugated boxes.

If bread product is delivered in corrugated boxes/crates it will be the responsibility of the Detention Facility for removal unless the supplier requires them to be returned. Vendor(s) will be responsible for the prompt removal of all corrugated boxes/crates from the Detention facility property.

As part of the Bread product information price sheet vendor(s) are required to submit a fixed net price cost per item.). **NOTE: FOB Destination. All transportation charges, including freight, fuel surcharge, handling and distribution charges shall be included in your net price per item. Any additional delivery charges for the bread items will not be acceptable and shall be considered non-responsive.**

Deliveries shall be made once/twice per week, unless otherwise requested by the facility due to storage limitations. However, the Vendor(s) shall not make more than two deliveries per week, unless an emergency delivery is required or is requested by the facility. Product(s) shall be shipped if applicable within *seventy-two (72) hours* after receipt of an order. In the case of the delivery date is on a weekend or state holiday, delivery is expected to be made on the next working day. Deliveries must be made between 7:00 am to 4:00 pm ET, Monday thru Friday excluding Saturdays, Sundays, and state holidays, unless otherwise requested by the facility. **NOTE: The manufacturer brand name, manufacturer product number, and Distributor's product number (if different) must be shown on each case received by the facility. The delivery manifest shall also include the purchase order number. All of this information must be provided on the shipping manifest provided to the facility when the products are delivered to ensure proper identification and receiving for invoice certification.**

Delivery vehicles must be designed to transport the product, and be equipped as applicable with a drop lift capability for each facility. Vendor(s) must provide cart/hand truck delivery if required by ordering facility.

Delivery shall be made in clean, closed (i.e. semi-trailer) vehicles. When transporting food items, the vehicles shall be maintained in good sanitary condition to prevent contamination of the supplies. Delivery vehicle used to deliver items under this ITB solicitation shall be subject to inspection for sanitation. Supplies transported in vehicles which are deemed not sanitary by the Detention facility may be rejected without further inspection.

The Vendor(s) will deliver the items in the quantity ordered, and on the date and time requested on the purchase order from the Detention facility. If the Vendor(s) cannot meet the delivery schedule, the Detention facility must be notified and the delivery made on or before, the new agreed upon delivery date. Back orders will not be accepted unless requested by the facility. Products delivered to a facility shall be securely and properly packed for storage and stocking in appropriate, clearly marked shipping containers and according to acceptable commercial practices. No extra charge for packing materials, cases, or other types of containers will be accepted.

All deliveries shall be made as specified at each Detention facility. Any losses resulting from the Vendor(s)'s failure to deliver within the specified time frames shall be borne exclusively by the Vendor(s).

### **3.7 Product Security Requirements:**

Detention facilities require packaging and containers that do not present security problems (i.e. wire, metal, sharp edges, glass, etc.,) that may possibly be fashioned into a weapon. No glass containers will be allowed. The Vendor(s) may be required to modify and/or change packaging and/or containers for delivery to all Detention facility locations, in order to reduce potential security problems. There shall be no surcharge in pricing for Vendor(s)'s packaging or containers used to meet security requirements.

### **3.8 Recalled Products:**

The Vendor(s) shall have the ability to track all products delivered. Product recalls from the vendor, sub manufacturers, sub suppliers, FDA, or DOH, shall be promptly reported to the Contract Manager or designee. See 3.9 for vendor'(s) product recall return policy.

### **3.9 Returns:**

The Vendor(s) shall provide in their response after the mutually signed award letter for this ITB solicitation, a return product policy which allows for the following:

Full credit and pick-up within five (5) working days after notification of the rejected product due to incorrect delivery, spoiled, adulterated, damaged, or with insufficient shelf-life to permit safe consumption. The Detention facility desiring credit and pick-up of items will notify the Vendor(s) within twenty-four (24) hours of discovery, or next business day, whichever comes first.

Rejected items not removed from the facility by the Vendor(s) upon the next delivery date after date of notification shall be regarded as abandoned by the Vendor(s) and the facility shall have the right to dispose of the items as its own property. The Vendor(s) shall, within twenty (20) working days after notification, reimburse the Detention facility for any and all costs and expenses incurred in affecting removal or disposition.

The Detention Facility Superintendent, Assistant Superintendent, Food Service Director, Contract Manager or their designees shall have the right to reject products for non-compliance at the point of delivery.

### **3.10 ITB Solicitation Substitutions:**

The Vendor(s) are required to provide only the bread items as awarded. Substituted products delivered or provided to the Detention facility without prior approval by the Contract Manager or designee are prohibited, and will be returned to the Vendor(s) at the Vendor(s)'s expense, and may cause termination of the ITB solicitation award.

In the event the product specified can no longer be provided for reasons beyond the Vendor(s)'s control (i.e. - product discontinuance), the Vendor(s) shall notify the Contract Manager and/or the designee and provide an alternate product request to the Contract Manager or designee along with product cost, unit size, and nutritional analysis. The substituted product shall meet (or exceed) all terms, conditions, and specifications applicable to the original specified product. An alternate product sample may be required by the Contract Manager or designee for review prior to acceptance. The Department reserves the right to conduct taste test(s). **NOTE: All requests for substitutions shall be submitted in writing (via email) by the Vendor(s) to the Contract Manager or other designee.**

### **3.11 Damaged Goods and Shortages:**

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

1. Record, via dated photos, if possible, any evidence of visible damage on all copies of the delivery carrier's Bill of Lading.
2. Report damage of delivered goods to the carrier and contract supplier, confirming such reports, in writing, within seven (7) days of delivery, requesting that the carrier inspect the damaged merchandise.
3. Retain the item and its shipping container, including inner packing material, until inspection is performed by the carrier and disposition given by the vendor(s) supplier.
4. Provide the Vendor(s) with a copy of the carrier's Bill of Lading and Damage Inspection Report.
5. Record any evidence of shortages on all copies of the delivery carrier's Bill of lading.

### **3.12 Trade Names:**

Any Vendor(s), manufacturer names, trade names, brand names or catalog numbers used in specifications contained in this ITB solicitation are for the purposes of describing and establishing general quality levels. Such references are not intended to be restrictive. Proposals will be considered for alternate items that meet or exceed the quality level of item(s) listed, unless "No Substitutes(s)" or other similar language is indicated on the Food product information price sheet(s).

### **3.13 Estimated Quantities:**

The vendor will provide their quote on the Bread product information price sheet(s) based on the Average operational capacity which is attached within the appendix section.

### **3.14 Rebates, Incentives or Discounts:**

Allowable costs will be paid net of any rebates, discounts, allowances, incentives, and applicable credits accruing to or received by the Vendor(s) or any assignee under this ITB solicitation, to the extent those items are the allowable portion of the costs billed to the Department. If the Vendor(s) receives a rebate, discount, allowance, incentive, or applicable credit from any supplier that has not been applied to the unit price, the Vendor(s) must disclose and return to the Department the full amount that is received based on the purchases made on behalf of the Department. All rebates, discounts, allowances, incentives, and applicable credits must be returned to the Department with forty-five (45) days.

### **3.15 Awarded ITB Solicitation Modifications:**

During the term of the ITB solicitation, the Department reserves the right to add or delete products upon 10 business day's written notice, and add or delete Detention facilities upon thirty (30) calendar day's written notice. Adding or deleting products shall be accomplished by letter or email from the Contract Manager or designee and will also require an ITB solicitation amendment letter from the Purchasing Director. Adding or deleting facilities shall be accomplished by a written letter from the Purchasing Director or his/her designee.

The parties agree to renegotiate this ITB solicitation to comply with any applicable current or revised state laws, regulations, or increases/decreases in allocations making any changes in the ITB solicitation necessary. Any changes to provisions of this ITB solicitation, other than bread products or Detention facility changes, shall only be valid through execution of a written letter signed by both parties.

#### **SECTION 4 – PROCUREMENT RULES AND INFORMATION**

##### **4.1 Procurement Officer:**

From the date, this ITB solicitation is issued until a notice of intended award, rejection of all bids, proposals or other notice is made, no contact related to the ITB solicitation shall be allowed between a bidder or proposer and any Department staff, with the exception of the Procurement Officer(s) or designee(s). Proposers shall not contact any other employee of the Department, Detention Center or the State for information with respect to this solicitation. Any unauthorized contact may disqualify the proposer from further consideration. All questions and requests for clarification outside the above referenced information are to be directed to:

Carol Walters, Purchasing Analyst  
and/or Michele Cook, Purchasing Director  
Bureau of General Services, Purchasing & Leasing Section  
Alexander Building, Suite 1400  
2020 Capital Circle Southeast  
Tallahassee, Florida 32399-3100  
Telephone: Carol Walters (850) 717-2742  
Michele Cook (850) 717-2741  
E-mail address: [carol.walters@djj.state.fl.us](mailto:carol.walters@djj.state.fl.us) or [michele.cook@djj.state.fl.us](mailto:michele.cook@djj.state.fl.us)

Pursuant to Section 287.057(23), Florida Statutes, Respondents or proposers 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(s) 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 General Services, Purchasing and Leasing Section at (850) 717-2742 or (850) 717-2741 at least five (5) days prior to any, solicitation opening or meeting. If you are hearing or speech impaired, please contact the Florida Relay Service, which can be reached at 1-800-955-8771 (TDD). Questions will only be accepted if submitted via email only and received on or before the date and time specified for that purpose in the Timeline/Calendar of Events (Section 4.2). Responses will be posted on the Vendor(s) Bid System (VBS) by the date referenced in the Timeline (Section 4.2).

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**4.2 Timeline/Calendar of Events:**

The following time schedule will be strictly adhered to in all actions relative to this solicitation, unless modified by the Department by addendum to this solicitation. If the Department finds it necessary to change any of these dates/times, it will be accomplished by addendum posted in the VBS. All listed times are local (EST) time in Tallahassee, Florida.

<u>Date</u>	<u>Time</u>	<u>Action</u>
January 3, 2018	2:00 PM	Solicitation issued, posted on VBS
N/A	N/A	Pre-bid conference – N/A to this solicitation
January 24, 2018	by 4:30 PM EST	<b>All questions</b> and/or proposed changes to the solicitation must be submitted in writing (via email) to the Procurement Officer(s) by 4:30 PM Eastern Time (may be submitted earlier).
January 29, 2018	by 5:00 PM EST	<b>Response</b> to written inquires and proposed changes will be posted on the Florida Vendor Bid System at: <a href="http://myflorida.com/apps/vbs/vbs_ww.w.main_menu">http://myflorida.com/apps/vbs/vbs_ww.w.main_menu</a> .
March 1, 2018	3:00 PM EST	<b>Proposals due and Public bid opening:</b> Department of Juvenile Justice Koger Center General Service Purchasing and Leasing Section Suite 1400, Alexander Building, 2020 Capital Circle Southeast Tallahassee, Florida 32399-3100 <u>All Proposers shall notify the Procurement Officer(s) of planned attendance twenty-four hours in advance. Attendances arriving late for the bid opening will not be allowed access.</u>
March 12, 2018	2:30 PM EST	<b>Anticipated Notice of Intent to Award</b> will be posted on the Florida Vendor Bid System at: <a href="http://myflorida.com/apps/vbs/vbs_ww.w.main_menu">http://myflorida.com/apps/vbs/vbs_ww.w.main_menu</a> .
March 15, 2018	by COB	Bid(s) will be awarded via an Award Letter sent to the awardee(s) by the Purchasing Director

**4.3. My Florida Market Place (MFMP):**

In 2003, the State of Florida implemented an on-line e-procurement system called MyFloridaMarketPlace (MFMP) through which all orders are issued and distributed via e-mail only. Therefore, before doing business with any state agency, vendor(s) must be registered in this system on-line at: <http://dms.myflorida.com/mfmp> . Vendor(s) needing assistance with the registration process may call the MFMP Vendor Help Desk at 1-866-352-3776. For information regarding the MFMP fees for this service, please refer to Section 7.7.

**4.4 Submission of Proposals:**

**NOTE: This Department does not accept electronic submission of proposals.** Each proposal shall be prepared simply and economically, providing a straightforward, concise delineation of the proposer's capabilities to satisfy the requirements of this ITB solicitation. Elaborate bindings, colored displays, and promotional material are not desired. Emphasis in each proposal must be on completeness and clarity of content. To expedite the review of proposals, it is essential that proposers follow the format and instructions contained in the Bid Submission Requirements (Section 5.1), with particular emphasis on the Mandatory Responsiveness Requirements.

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

Proposals are due at the time and date specified in the Timeline (Section 4.2) at the Department of Juvenile Justice, Bureau of General Services, Purchasing and Leasing Section, Alexander Building, Suite 1400, Tallahassee, Florida 32399-3100, and shall be submitted to the attention of the Procurement Officer at the address listed in (Section 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 the intent to 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.

**4.5 Bid Opening:**

Proposals will be publicly opened at the time and date specified in the "Timeline" (Section 4.2). The name of all proposers submitting proposals shall be made available to interested parties upon written request to the Procurement Officer listed in (Section 4.1).

**4.6 Costs of Preparing the ITB solicitation:**

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

**4.7 Disposal of proposals:**

All Proposals 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.

**4.8 ITB Solicitation Rules for Withdrawal:**

A submitted Proposal may be withdrawn by submitting a written request for its withdrawal to the Procurement Officer, signed by an authorized representative of the Proposer within seventy-two (72) hours after the bid due date indicated in the Timeline.

Any submitted Proposal that has not been properly withdrawn, shall remain a valid bid for twelve (12) months after the ITN solicitation opening date.

**4.9 Rejection of Bids:**

The Department shall reject any and all Proposals containing material deviations. In determining whether a proposal contains a material deviation or a minor irregularity, the Department will use the definitions of those terms set forth in (Sections 1.7 and 1.8).

**4.10 Material Deviations:**

The Department has established certain requirements with respect to proposals to be submitted by proposers. The use of *shall*, *must* or *will* (except to indicate simple futurity) in this ITB solicitation 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 solicitation's requirements, provides an advantage to one bidder over other bidders, has a potentially significant effect on the quantity or quality of items proposed, or on the cost to the Department. Material deviations cannot be waived and shall be the basis for rejection of a bid.

**4.11 Minor Irregularities:**

A variation from the ITB solicitation terms and conditions which does not affect the price of the proposal or give the proposer an advantage or benefit not enjoyed by the other proposers or does not adversely impact the interests of the Department.

**4.12 Bid Inquiries:**

The proposer shall examine this ITB solicitation to determine if the Department's requirements are clearly stated. If there are any requirements which restrict competition, the proposer may request, in writing, to the Procurement Officer, that the specifications be changed. The proposer who requests changes to the ITB solicitation specifications must identify and describe the proposer's difficulty in meeting the ITB solicitation specifications, must provide detailed justification for a change as well as recommend the changes to the ITB solicitation specifications. Requests for changes to this ITB solicitation must be received by the Procurement Officer(s) in writing no later than 5:00 PM EST by January 31, 2018 per the "Timeline" in Section 4.2. of the ITB solicitation specifications.

Any inquiries from bidder(s) concerning this ITB shall be submitted in writing, identifying the submitter, to the Procurement Officer identified in (Section 4.1) of this ITB and must be received no later than the date and time specified in (Section 4.2). E-mail inquiries are preferred with the bidder. It is the responsibility of the bidder to confirm receipt of e-mailed and mailed inquiries. If the Department considers any changes to the ITB solicitation specifications, the Department shall determine what specification changes to this ITB solicitation shall be acceptable. If changes are required, the Department shall issue an addendum reflecting the acceptable changes to this ITB solicitation, and post the addendum on the vendor bid system (VBS), so that all proposers shall be given equal opportunity of proposing to the changed specifications.

**4.13 Cost Discussions:**

Any discussion by a proposer with any employee or authorized representative of the Department involving cost information, occurring prior to bid opening or notice of intend to award, or notice of rejection of all bids, will result in rejection of said proposer's proposal.



**4.14 Verbal Instructions:**

No negotiations, decisions, or actions shall be initiated or executed by the Vendor(s) as a result of any discussions with any Department employee. Only those communications that are in writing from the Procurement Officer(s) identified in (Section 4.1) of this ITB solicitation shall be considered a duly authorized expression on behalf of the Department. Only communications from the Vendor(s)'s representative, which are in writing and signed, will be recognized by the Department as duly authorized expressions on behalf of the Vendor(s).

**4.15 No Prior Involvement and Conflicts of Interest:**

The Vendor(s) shall not compensate in any manner, directly or indirectly, any officer, agent or employee of the Department for any act or service that he/she may do, or perform for, or on behalf of, any officer, agent, or employee of the Vendor(s). No officer, agent, or employee of the Department shall have any interest, directly or indirectly, in any contract or purchase made, or authorized to be made, by anyone for, or on behalf of, the Department or the State of Florida.

The Vendor(s) shall have no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under this ITB solicitation.

**4.16 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.

**4.17 Minority/Women/and Service Disabled Veterans:**

Proposers are encouraged to seek the participation of certified minority business enterprises (CMBE's). Please identify each CMBE that will participate in the ITB solicitation and the nature of the participation. To find a certified minority vendor(s) (CMBE) or learn about the Mentor Protégé Program, go to the Office of Supplier Diversity's webpage at <http://osd.dms.state.fl.us>.

**4.18 Public Entity Crimes:**

A person or affiliate who has been placed on the Convicted Contractor(s) List following a conviction for a public entity crime may not submit a bid or proposal to provide any goods or services to a public entity, may not submit a bid or proposal to a public entity for the construction or repair of a public building or public work, may not submit bids or proposals for leases of real property to a public entity, may not be awarded or perform work as a Contractor(s), supplier, subcontractor(s), 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 Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the Convicted Contractor(s) List.

**4.19 Discriminatory Vendor(s) List:**

An entity or affiliate who has been placed on the Discriminatory Vendor(s) List may not submit a bid or contract to provide goods or services to a public entity, may not submit a bid or contract with a public entity for the construction or repair of a public building or public work, may not submit bids or contracts on leases of real property to a public entity, may not perform work as a Contractor(s), supplier, subcontractor(s) or consultant under contract with any public entity and may not transact business with any public entity.

**4.20 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 of the Immigration and Nationality Act.

Refer to: <https://www.uscis.gov/ilink/docView/SLB/HTML/SLB/0-0-0-1/0-0-0-29/0-0-0-8501.html> for more information.

**4.21 Utilization of E-Verify:**

As required by State of Florida Executive Order Number 11-116, the successful bidder is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all persons employed during the contract term by the Vendor(s) to perform employment duties within Florida and all persons (including sub vendor(s) assigned by the Vendor(s) to perform work or provide services pursuant to the contract with the Department. Refer to (<http://www.uscis.gov/e-verify>) for more information.

**4.22 Filing Notices of Intent to Protest or Formal Protest:**

See Section 1 of the Table of Contents for PUR 1001, content number 20. Any person who files a formal written protest shall, at the time of filing the formal written protest, post a bond as set forth in Section 287.042(2) c, Florida Statutes.

***SECTION 5 – ITB SOLICITATION FORMAT AND CONTENTS:***

This section contains instructions that describe the required format for the submitted proposal. Proposals shall be submitted in a sealed envelope, clearly marked “**DJJ-ITB-001-17/18 Bread**”.

There is no intent to limit the content of the response. Additional information deemed appropriate by the bidder may be included. The following paragraphs contain instructions that describe the required format for the proposals to this ITB solicitation.

**5.1 Responsiveness Requirements:**

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

- a) Proposer shall complete and return the entire ITB Solicitation package with initials at the bottom right hand corner of each page and all attachments listed in the appendix section.
- b) The proposer shall complete, sign, date and return (all) pricing pages, entitled Bread Product Information Price Sheet(s) by submitting a proposal under this ITB solicitation, each Proposer warrants his/her agreement to the prices submitted. The Department objects to and shall not consider any additional terms or conditions submitted by a proposer, including any additional documents attached as part of a proposer's response. In submitting the proposal, a proposer 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.
- c) The proposer must supply one (1) signed original (marked original) and two (2) copies (marked copy) of the proposal. If the proposers feel they are submitting any confidential or proprietary information, the proposer is to **also** submit one (1) redacted copy (marked redacted) per section 9.3 of this ITB solicitation.

- d) The proposer shall also provide a company profile for evaluation to include: company history, markets served, financial strength and stability, years in business, location of distribution center(s) proposed to handle this ITB solicitation, storage capacity (frozen and chilled,) if required by the product of distribution centers(s), number of delivery trucks currently in operation, number of additional trucks needed to service this ITB solicitation, computer system related to fulfilling the requirements of this ITB solicitation (e.g. electronic ordering system, order screening, cost reporting, etc.), ( if applicable and available) and a description of quality assurance programs in place.
- e) In addition, the proposer shall provide three references of the bidder's current customers of similar size and scope. Reference(s) should identify the type of services provided by the proposer (which should be directly relevant to the type of services in the ITB solicitation), dates the proposer provided such services, the firm/agency name of the entity for which the proposer provided services and the reference signer's current telephone number and address
- f) Proposer shall provide information on their experience with the National School Lunch Program, (NSLP).

**5.2 Contact for ITB Solicitation Administration:**

The proposer shall complete and return upon their submittal of this ITB solicitation.

**5.3 Addendum Acknowledgment Form:**

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

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

***SECTION 6 – AWARD OF ITB SOLICITATION:***

The Department reserves the right to award to multiple vendor proposers on an all or none basis, **NOTE: A proposer(s) must make a proposal on all items even with a NO BID in order for their bid to be considered responsive.**

**6.1 Posting of Intent to Award:**

The notice of intent to award(s) will be posted on the time and date shown in the "Timeline" (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 seventy-two (72) hour time period. Posting will be made available on the Florida Vendor Bid System at:

[http://www.myflorida.com/apps/vbs/vbs\\_www.main\\_menu](http://www.myflorida.com/apps/vbs/vbs_www.main_menu).

**6.2 Price Determination: Basis of Award**

A single award may be made to the responsive proposal offering the lowest over-all total cost for the first five (5) years of the proposal, including the option for a 5 year renewal. Multiple vendors may be awarded if it is in the best interest of the Department. The Vender's past history, ability, capacity, prior contract experience, performance, integrity and all information submitted with the proposal will be considered by the Department in determination of responsibility. In the event the low-cost bidder is found non-responsive the Department may proceed to the next lowest cost responsive bidder and continue the award process.

Proposers shall provide a total packaging (indicating the quantity per package) unit price for each package. Delivery shall be freight on board (FOB) destination. All transportation charges, including freight, fuel surcharge, handling and distribution charges shall be included in the net unit cost per package of each item.

### **6.3 Incomplete Bread Product Information Price Sheet:**

Any bread product information price 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 proposals. All calculations will be reviewed and verified. The Department may correct mathematical errors; however, in the event of any miscalculation, unit prices shall be totaled and the total over all lowest cost for all products shall prevail. **All changes/corrections made by the proposer, including corrections made using “white out”, shall be initialed by the bidder.**

### **6.4 Price Adjustments:**

Upon successful award, the award letter shall be for a Five (5) year initial term with the option of a one (1) five (5) year renewal option if it is in the best interest of the Department and with the mutual consent of the awarded proposer(s). The renewal options may be broken down into increments i.e. five (5) one (1) year renewals or multiples thereof.

The Department realizes the volatility of the prices for grain used in the manufacturing of bread products in the global market due to weather, rain fall, transportation costs, labor costs, and other factors that may be out of the control of the proposer(s). The Department may consider food price adjustments upon thirty (30) days prior written request from the awarded proposer(s) after the first twelve (12) months from the effective date indicated in the award letter and on an annual basis thereafter. The effective date will be May 15, 2018. The vendor(s) will also submit for consideration a report indicating by item the previous twelve (12) month's cost along with the supplier's submitted new costs for the next twelve (12) month for consideration. The Department will notify the Vendor(s) within ten (10) business days if any proposed price changes for any items are accepted or rejected.

### **6.5 Implementation Plan and Transition Date Schedule**

Vendor(s) shall commence statewide bread products and delivery to the Detention facilities beginning May 15, 2018.

If a unit size decreases the fixed delivery fee per case must be proportionally prorated. For example, if a case size decreases from 72 to 48 units, the fixed delivery fee per case for the smaller case will be 2/3 of the fee for the 72-unit case. No fee increases will be allowed for case size increases. The Vendor(s) may request approval of new case sizes on approved products in writing to the Contract Manager or Designee.

Payment will be made to the Vendor(s) net of all discounts, rebates, cost incentives and all other applicable credits including, but not limited to, price reductions due to product promotions, volume purchasing, on-line ordering or other electronic ordering systems, all of which have the result of lowering the price of the commodities purchased by the Customer, to the extent those credits are allocable to the portion of the costs billed to the Customer or as otherwise specified in Chapter 7, Chief Financial Reference 210.21.

Refer to <https://www.gpo.gov/fdys/pkg/CFR-2011-title7-vol4/pdf/CFR-2011-title7-vol4-part210-subpartE.pdf> for more information.

## ***SECTION 7 – ITB SOLICITATION TERMS AND CONDITIONS***

This section contains standard terms and conditions that shall be included in any award letter which results from this ITB solicitation. By submitting a proposal in response to this ITB solicitation, the proposer is deemed to have accepted these terms and conditions in their entirety.

**7.1 Term and effective date of the solicitation Award:**

The ITB solicitation shall be in effect upon issuance of the award letter issued by the DJJ Purchasing Director and signed by both parties for a period of five (5) years commencing **May 15, 2018**. Blanket Purchase Orders will be issued by each DJJ Detention facility pursuant to this ITB solicitation. The term of each purchase order is based on the State fiscal year. A fiscal year term is July 1 through June 30. Purchase orders issued mid-term in any fiscal year will always end June 30. All blanket purchase orders will be in total dollars only not per item. The dollars expressed in the blanket purchase orders is an estimate only by each Detention facility of what might be purchased totally for that specific fiscal year in various bread products on the price sheet.

**7.2 Renewal of Awarded Solicitation:**

See section 6.4 paragraph 1 for the renewal options and with the consent of the successful Vendor(s) under the following conditions, unless terminated earlier by the Department under the terms provided herein:

- Prices remain the same or may be renegotiated
- Upon written request from the successful Vendor(s), and upon mutual agreement between the parties, price changes particularly increases may be approved. Requested price changes will be compared to the current market.
- Renewals are always subject to an annual appropriation by the State Legislature. If at any time the ITB solicitation award is canceled, terminated, or expires and an award is subsequently executed with another Vendor(s), the current Vendor(s) shall assist in the smooth transition of bread services to the new Vendor(s).

**7.3 ITB Solicitation Proposal Offer:**

Any proposal submitted in response to this ITB solicitation shall be considered as the proposer's final and firm offer.

**7.4 Termination for Cause:**

The Department reserves the right to terminate the awarded ITB solicitation or any purchase order(s) issued by providing written notice to the Vendor(s) in accordance with PUR 1000, content number 23.

**7.5 Termination by Mutual Agreement:**

With the mutual agreement of parties, the awarded ITB solicitation or any purchase order(s) issued may be terminated on an agreed date prior to the end of the solicitation term without penalty to either party.

**7.6 Termination for Convenience:**

See PUR 1000, content number 22.

**7.7 Transaction Fee as required by MFMP:**

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 ITB solicitation shall be processed through this system. Pursuant to Section 287.057(23), Florida Statutes, a Transaction Fee the percentage currently applicable at the present time and may change in the future by DMS is applied to the total dollar amount of all purchases from this Vendor(s) unless otherwise exempt as indicated in 60A-1.032, Florida Administrative Code. **This fee, that is the responsibility of and paid for by the Vendor(s), is not to be submitted to the Department and shall not be added to orders or invoices as a separate cost item.** It was the original intent of the MFMP system to automatically deduct the Transaction

Fee from payments to the Vendor(s). However, this feature is not currently available and Vendor(s) s are expected to **self-report** until a method of automatic deduction is implemented. By submission of these self-reports and corresponding Vendor(s) deposits, the Vendor(s) is certifying their correctness. All such reports and fee deposits shall be subject to audit by the State.

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

Failure to comply with these requirements shall constitute grounds for declaring the Vendor(s) in default and recovering re-procurement costs from the Vendor(s) in addition to all outstanding fees. **VENDOR(S) DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM SUBMITTING PROPOSALS ON FUTURE DEPARTMENT CONTRACTS as well as being excluded and inactivated from the MFMP system.**

#### 7.8 Submission of Invoice(s) upon each delivery to each location:

The Vendor(s) agrees to submit invoices for compensation for delivery of products/ services in detail sufficient for a proper pre-audit and post-audit thereof. Invoices will be paid upon receipt, inspection and acceptance of products/service(s). **NOTE: The Department reserves the right to request proof of delivery from the Vendor(s) for any items it cannot verify receipt. If the Vendor(s) is unable to provide this information, the weekly invoice will be adjusted accordingly.**

The Vendor(s) agrees to request payment on a monthly basis through submission to the Detention facility per delivery. The Vendor(s)'s invoice shall include the Vendor(s)'s name, mailing address, and tax ID number or FEIN as well as the ITB Solicitation number and Purchase Order Number and date of invoice of the period. Every invoice must be accompanied by the appropriate supporting documentation, including but not limited to the following:

Purchase Order number;  
Facility name;  
Product manufacturer and brand name  
Distributor's product number  
Pack size;  
Product description;  
Identify product as food or non-food;  
Quantity delivered - case, cases or each individual package(s);  
Delivery ticket number;  
Delivery date;  
Unit price;  
Applied rebates, incentives and/or discounts if applicable during delivery period  
Extended price.

**NOTE: Past deliveries not made during the invoiced billing period may require a copy of the signed delivery ticket (proof of delivery) to be submitted to the Department for approval of payment. Payments are not made by statements. Only invoices can be processed and paid. A duplicate invoice may be requested by the facility.**

The Vendor(s) shall provide ad hoc reports to the Contract Manager upon request, including but not limited to:

- Total sales (cumulative to date) for each facility showing all items ordered and delivered.
- Aggregate sales (cumulative to date) for all facilities showing all items ordered and delivered.
- Total or aggregate sales for a specified reporting period.

**7.9 Performance Measures:**

The Vendor(s) shall clearly demonstrate its willingness to be held accountable for the achievement of certain performance measures in successfully delivering products or services under this ITB Solicitation. Therefore, the Department has developed the following performance measures categories which shall be used to measure the Vendor(s)'s performance and delivery of products or service. All performance shall be measured quarterly.

**7.10 On-Time Deliveries:**

**Outcome:** All deliveries will be made in a manner not to interfere with normal facility operations. After the delivery schedule has been established it will be expected of the Vendor(s) to be on time for each and every delivery.

**Measure:** Deliveries shall be measured upon acceptance of the delivery on the day it is delivered to the facility.

**Standard:** Achievement of outcome must meet or exceed eighty-five percent (85%) of deliveries monthly basis at each facility.

**7.11 Fill Rate:**

**Outcome:** All orders are expected to be filled with one hundred percent (100%) of all units on orders being delivered.

**Measures:** The fill-rate shall be compared to the acceptance of items ordered and actual items delivered to the facility.

**Standard:** Achievement of outcome must meet or exceed ninety-five percent (95%) of fill-rate for each facility on a monthly basis.

**7.12 Accurate Invoice Pricing:**

**Outcome:** All bread products will be invoiced at net cost prices per package as noted on the bid price sheet.

**Measure:** The invoices submitted to the Department for payment shall be compared to the prices bid on the bread product information price sheet.

**Standard:** Achievement of outcome must meet one hundred percent (100%) of all bread products being invoiced on a monthly basis.

**7.13 Product Specifications:**

**Outcome:** All bread products and items received are expected to meet or exceed the Department's product specifications provided on the bread product information price sheet.

**Measure:** The product specifications shall be measured by reviewing products at time of delivery to each facility on a monthly basis.

**Standard:** Achievement of outcome shall meet or exceed ninety-eight percent (98%) of product specifications received on a monthly basis.

**Section 8 – Awarded ITB:**

**8.1 Standard:** The Department will monitor the Vendor(s)'s performance on a quarterly basis to ensure maximum compliance with other contract requirements including, but not limited to, the following:

- a. Terms and conditions of the ITB Solicitation not involving delivery of services listed above; and
- b. Accuracy, thoroughness, and timely submission of invoicing and supporting documentation/reports.

**Measure:** The Vendor(s) shall achieve 100% compliance with all requirements after the time frames allowed for corrective action on identified deficiencies.

**8.2 Liquidated Damages:**

The Vendor(s) shall agree to the imposition of liquidated damages. The Department's Contract/ITB Solicitation Manager will provide written notice to the Vendor(s)'s Representative of all liquidated damages assessed accompanied by a detail justification of assessment. The Vendor(s) shall forward a cashier's check, money order, or company check to the Contract Manager, payable to the Department of Juvenile Justice in the appropriate amount, within ten (10) business days of receipt of a written notice of demand for damages due.

**8.3 Liquidated Damages for Failure to meet Performance Outcomes and Standards**

- a. For failure to comply with (Section 8.7), the Department will impose five hundred dollars (\$500.00) for each day the delivery is late for each facility that is below the performance standard.
- b. For failure to comply with (Section 8.7), the Department will impose five hundred dollars (\$500.00) where the Vendor(s) fails to deliver all products ordered for each facility that is below this performance standard.
- c. For failure to comply with (Section 8.7), the Department will impose five hundred dollars (\$500) for each instance that is below this performance standard.

**8.4 Liquidated Damages for Failure to meet Other Awarded ITB Solicitation Requirements.**

After fifteen (15) business days of initial notice of unsatisfactory service (without corrective action initiated by the Vendor(s) and if unsatisfactory service continues) the Department will impose one thousand and five hundred dollars (\$1,500.00) for each day the deficiency/issue remains uncorrected.

**8.5 Monitoring Methodology:**

The Department's Contract Manager or designee for contract monitoring will monitor the Vendor(s)'s performance and service delivery on a quarterly basis at each facility to determine if the Vendor(s) has achieved the required level of performance.

If the Department determines that the Vendor(s) has failed a Performance Outcome and Standard or Other ITB Solicitation Requirement, the Vendor(s) will be sent a copy of the monitoring report notating the deficiency. Within ten (10) business days of receipt of the Department's monitoring report, the Vendor(s) shall provide a formal Corrective Action Plan (CAP) in response to all noted deficiencies to include responsible individuals and required time frames for achieving compliance. The ITB Solicitation Manager or designee for monitoring the awarded ITB Solicitation may conduct follow-up monitoring reviews at any time to determine compliance based upon the submitted CAP. **NOTE: Approval of the Vendor(s)'s corrective action plan does not negate the fact that liquidated damages will be imposed in accordance with provisions in Section 8.7.**



**8.6 Repeated Instances of Failure:**

Repeated failure to meet either the Performance Outcomes and Standards or Other Awarded ITB Solicitation Requirements or to correct deficiencies may, in addition to the imposition of liquidated damages, result in determining a Breach of the Awarded Solicitation, and/or termination of the Awarded Solicitation.

**8.7 Financial Consequences for Non-Performance:**

The Department reserves the right to withhold payment or implement other appropriate remedies when the Vendor(s) has failed to perform or comply with provisions of this Awarded ITB Solicitation.

**8.8 Deliverables:**

The following services or service tasks are identified as deliverables for the purposes of this Awarded ITB Solicitation:

**Compliance with Performance Outcomes and Standards.  
Compliance with the awarded ITB Solicitation.**

**8.9 ITB Solicitation Management:**

**Department's Contract/ITB Solicitation Manager:**

Angela Davis, FCCM  
Detention Services  
Department of Juvenile Justice  
Knight Building  
2737 Centerview Drive  
Tallahassee, Florida 32399-3100

The Manager will be responsible for the following:

- a. Serve as the liaison between the Department and the Vendor(s)
- b. Submit requests to the Purchasing Director for processing of any amendments, renewals and terminations of this ITB Solicitation
- c. Verify, if necessary and required receipt of deliverables from the Vendor(s)
- d. Monitor the Vendor(s)'s performance and maintain the official records of all correspondence between the Department and the vendor(s)

**8.10 Vendor(s)'s Expenses:**

The successful Vendor(s) shall pay for all licenses, permits, and inspection fees or similar charges required for this ITB Solicitation, and shall comply with all laws, ordinances, regulations, and any other requirements applicable to the contractual services or delivery of commodities to be performed under this ITB solicitation. The Vendor is also required if required by the Department, to pay for any back-ground checks required by this ITB solicitation.

## **8.11 Governing Law and Venue:**

An Award Letter(s) resulting from this ITB Solicitation entered into between the Vendor(s) and the Department in the State of Florida shall be construed, performed and enforced in all respects in accordance with the laws, rules and regulations of the State of Florida. The venue for bringing any legal action arising from, related to, or in connection with this ITB Solicitation shall be Leon County, Florida.

## **Section 9 - Records:**

### **9.1 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.**

### **9.2 Disclosure of Proposal Contents:**

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

### **9.3 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 Respondents 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.

### **9.4 Audit Records:**

The successful proposer(s) agrees to maintain books, records, and documents (including electronic storage media) in accordance with the Generally Accepted Accounting Principles (GAAP) which sufficiently and properly reflect all revenues and expenditures of funds provided by the Department under this Contract(s), 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.

The successful proposer(s) agrees to include all record-keeping requirements in all subcontracts that they award related to this ITB Solicitation Award.

**9.5 Prison Rehabilitative Industries and Diversified Enterprises, Inc. (“PRIDE”):**

Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE): The State supports and encourages the use of Florida Correctional work programs see PUR 1000, content number 40. Suppliers will use PRIDE commodities/services where applicable.

**9.6 Product Available from the Blind or Other Handicapped (RESPECT):**

The State Supports and encourages the gainful employment of citizens with disabilities see PUR 1000, content number 41. Suppliers will use RESPECT commodities/services where applicable.

**9.7 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 Awarded Solicitation shall be procured in accordance with the provisions of Section 403.7065, Florida Statutes.

**9.8 Employment of Department Personnel:**

The Vendor(s) shall not knowingly engage, employ or utilize, on a full-time, part-time, or other basis during the period of this ITB solicitation, any current or former employee of the Department where such employment conflicts with Section 112.3185, Florida Statutes.

**9.9 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 ITB solicitation.

**9.10 Copyrights, Right to Data, Patents and Royalties:**

Where activities supported by this ITB solicitation may 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 this ITB Solicitation, shall be entitled to use the copyright, patent, or trademark without the prior written consent of the Department of State.

**9.11 Independent Vendor(s) Status**

The parties hereto agree that the proposer, its officers, agents and employees, in the performance of an awarded Letter, shall act in the capacity of an independent Vendor(s) and not as an officer, employee or agent of the State. Proposer agrees to take such steps as may be necessary to ensure that each sub-Vendor(s) of proposer will be deemed to be an independent Vendor(s) and will not be considered or permitted to be an agent, servant, joint venture, or partner of State. All persons furnished, used, retained, or hired or on behalf of proposer or such sub-Vendor(s), and proposer shall be responsible for payment of any and all unemployment, social security, and other payroll taxes for such persons, including any related assessments or contributions required by law.

**9.12 Assignment:**

The Vendor(s) shall not sell, assign or transfer any of its rights, duties or obligations under the ITB solicitation or Award, or under any purchase order(s) issued pursuant to the ITB Solicitation, **without the prior written consent** of the Department. In the event of any assignment, the Vendor(s) remains secondarily liable for performance of the ITB Solicitation, unless the Department expressly waives such secondary liability. The Department may assign the ITB solicitation and Award with prior written notice to Vendor(s) of its intent to do so.

***SECTION 10- APPENDIX AND OTHER ITB INFORMATION***

The documents following this page of this ITB Solicitation includes all seventeen (17) attachments and other information needed to help the proposers to this ITB Solicitation to submit responsive proposals. It is strongly suggested that any proposer use the check list attached as a key element to make sure that all documents are included in their proposal.

**10.1 Appendix List of required documents:**

Product Information Price Sheet for product proposal (for the initial 5-year term- complete, sign and return)  
Product Information Price Sheet for product proposal (for the renewal option period- complete, sign and return)  
DJJ Detention Facilities (for your information)  
DJJ Detention Facilities Average Operational Capacity (for your information)  
Vendor contact and ordering instructions (complete, sign and return)  
Instructions for preparing your Bread product information price sheet (sign and return)  
Identical Tie Bids (sign and return)  
Customer References (2 pages) (complete, sign and return)  
Savings/Discounts/Price Reduction (complete, sign and return)  
Drug-Free Workplace Certification (sign and return)  
Notice of Conflict of Interest (complete, sign and return)  
Statement of No Involvement (sign and return)  
Addendum Acknowledgement (complete, sign and return)  
Non-Collusion Certification (complete, sign and return)  
PUR 1000 (read, sign and return)  
PUR1001 (Read, sign and return)  
Checklist