



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

Page <u>1</u> of <u>33</u> pages	Jacklyn Colson, Procurement Manager Department of Corrections Bureau of Support Services 501 South Calhoun Street Tallahassee, Florida 32399-2500 E-mail: colson.jacklyn@mail.dc.state.fl.us Fax: (850) 488-7189
AGENCY RELEASE DATE: <u>March 5, 2015</u>	

SOLICITATION TITLE: Florida Correctional Law Library Subscriptions (Print Format)	SOLICITATION NO: DC ITB-14-070
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RESPONSES WILL BE OPENED: April 3, 2015 @ 2:00 p.m., Eastern Time
 and remain valid for 365 days after such date and time.

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

I certify that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same services (including equipment and supplies), and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this Bid and certify that I am authorized to sign this Bid Submittal for the Bidder/Contractor and that the Bid is in compliance with all requirements of the Invitation to Bid, including but not limited to, certification requirements and mandatory attestations. In submitting a Bid to an agency for the State of Florida, the Vendor offers and agrees that if the Bid is accepted, the Vendor will convey, sell, assign or transfer to the State of Florida all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular services purchased or acquired by the State of Florida. At the State's discretion, such assignment shall be made and become effective at the time the Department tenders final payment to the Bidder/Contractor.

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

VENDOR CONTACTS: Please provide the name, title, address, telephone number and e-mail address of the official contact and an alternate, if available. These individuals shall be available to be contacted by telephone regarding the solicitation and any resulting contract or purchase order.

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

NOTE: THIS BOX FOR DEPARTMENT USE ONLY

THIS BIDDER ACKNOWLEDGEMENT/GENERAL CONDITIONS FORM AND THE ACCOMPANYING BID CONSTITUTE AN OFFER FROM THE BIDDER. IF ANY OR ALL PARTS OF THE BID ARE ACCEPTED BY THE DEPARTMENT, AN AUTHORIZED REPRESENTATIVE SHALL AFFIX HIS/HER SIGNATURE HERETO. THIS SHALL THEN CONSTITUTE THE WRITTEN AGREEMENT BETWEEN THE PARTIES.

By: _____
Authorized Agency Signature

Contract Number: _____

Date _____

Effective: _____

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TIMELINE
DC ITB-14-070

EVENT	DUE DATE	LOCATION
ITB Advertised – Released	3/5/2015	Vendor Bid System: http://vbs.dms.state.fl.us/vbs/main_menu
Questions submitted in writing.	3/12/2015 Prior to 5:00 PM E.T.	Submit to: Florida Department of Corrections Purchasing – Jacklyn Colson 501 South Calhoun Street Tallahassee, Florida 32399 Fax: (850) 488-7189 E-mail: colson.jacklyn@mail.dc.state.fl.us
Answers to Questions	3/20/2015	Posted electronically via the following Internet site: http://vbs.dms.state.fl.us/vbs/main_menu
Sealed Bids Due and Opened	4/3/2015 Must be received PRIOR to: 2:00 PM E.T.	Florida Department of Corrections Attention: Purchasing – Jacklyn Colson 501 South Calhoun Street Tallahassee, Florida 32399
Posting of Intent to Award	4/17/2015	Vendor Bid System: http://vbs.dms.state.fl.us/vbs/main_menu

SECTION 1.0 GENERAL INSTRUCTIONS TO RESPONDENTS (PUR1001)

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

SECTION 2.0 GENERAL CONTRACT CONDITIONS (PUR 1000)

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

SECTION 3.0 INTRODUCTORY MATERIALS

3.1 Statement of Purpose

The Department is statutorily required to provide library services at correctional institutions and to provide current legal research materials that include updates and supplements. The purpose of this Invitation to Bid is to secure competitive bids from qualified vendors to furnish Florida Correctional Law Library Subscriptions in print format to more than sixty (60) law libraries located throughout the State of Florida. The successful bidder shall furnish only the product specified or an approved equivalent.

3.2 Definitions

The following terms used in this Invitation to Bid ("ITB"), unless the context otherwise clearly requires a different construction and interpretation, have the following meanings:

- **Breach of Contract:** A failure of the successful bidder(s) to perform in accordance with the terms and conditions of the Contract which may result from this ITB.
- **Contract:** The agreement (contract or purchase order) which results from this ITB between the winning Bidder and the Department.
- **Bidder or Successful Bidder:** The organizational entity serving as the primary vendor with whom a contract will be executed. The term bidder/successful bidder shall include all employees, subcontractors, agents, volunteers, and anyone acting on behalf of, in the interest of, or for the primary vendor.
- **Corrective Action Plan (CAP):** A successful bidder's comprehensive written response to any deficiencies discovered in the course of Contract Compliance Monitoring, and plan for remediation of those deficiencies.
- **Deliverables:** Those services, items and/or materials provided, prepared and delivered to the Department in the course of performance of the Contract. Deliverables shall be more specifically described in definable verifiable detail in the Statement of Work.
- **Department or Owner:** The Florida Department of Corrections referred to in this ITB document.

- **Mandatory Responsiveness Requirements:** Terms, conditions or requirements that must be met by the bidder to be responsive to this solicitation. These responsiveness requirements are **mandatory**. Failure to meet these responsiveness requirements will cause rejection of a bid. Any bid rejected for failure to meet mandatory responsiveness requirements will not be further reviewed.
- **Material Deviations:** The Department has established certain requirements with respect to bids to be submitted by bidders. The use of *shall*, *must* or *will* (except to indicate the future) in this ITB indicates a requirement or condition which may not be waived by the Department except where the deviation there from is not material. A deviation is material if, in the Department's sole discretion, the deficient response is not in substantial accord with this ITB's requirements, provides an advantage to one bidder over other bidders, has a potentially significant effect on the quantity or quality of items bid, or on the cost to the Department. Material deviations cannot be waived and shall be the basis for rejection of a bid.
- **P-Card:** Refers to the State of Florida's purchasing card program, using the Visa platform.
- **Subcontract:** An agreement entered into by the successful bidder with any other person or organization that agrees to perform any performance obligation for the primary vendor specifically related to securing or fulfilling the successful bidder's obligations to the Department under the terms of the Contract or purchase order resulting from this ITB.
- **Vendor, Offeror, and Bidder:** A legally qualified corporation, partnership, person or other entity submitting a bid to the Department pursuant to this ITB.
- **Specifications:** The Conditions of the Contract, Detailed Technical Specifications and such other descriptions of the work as are set forth in any of the contract documents.

3.3 Term

It is anticipated that the resulting contract from this ITB will be for (4) four years for the period of September 1, 2015 through August 31, 2019.

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

3.4 Renewal

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

The contract resulting from this solicitation may be renewed pursuant to Section 287.057(13), Florida Statutes (F.S.).

3.5 Order of Precedence

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

- a) Addenda, in reverse order of issuance
- b) Invitation to Bid, including attachments
- c) General Contract Conditions (Form PUR 1000) (Section 2.0)
- d) General Instructions to Respondents (Form PUR 1001) (Section 1.0)

3.6 General Statement

This service shall provide current legal research materials that include updates and supplements of Florida Correctional Law Library Subscriptions in print format to more than sixty (60) law libraries located throughout the State of Florida. The successful bidder shall furnish only the product specified or an approved equivalent as indicated in Section 3.7, Specifications.

3.7 Specifications

All specifications to be utilized to provide services under this Invitation to Bid (ITB) and resulting Contract are identified below.

The subscription services shall provide all soft and hard bound printed supplements issued by the original publisher, whether specifically identified in this ITB or not.

Updates and supplements must be new, complete, and free of property stamp identification from other offices and libraries.

Below is a list of publications currently used by the Department.

Publications shall contain the following titles or any Department approved title with equivalent information:

SUBSCRIPTIONS	ESTIMATE NUMBER OF SUBSCRIPTIONS PER SITE	DISTRIBUTION TO (Attachment III)
Florida Rules of Court: Federal, State, & Local	2	All Law Libraries
Federal Civil Judicial Procedure and Rules	1	All Law Libraries
Federal Criminal Code and Rules	1	All Law Libraries
Florida Criminal Laws and Rules	1	All Law Libraries
Florida Practice Series, Vol. 1: Florida Evidence by Charles Ehrhardt	1	All Law Libraries
Florida Practice Series, Vol. 2: Florida Appellate Practice by Philip Padovano	1	All Law Libraries
Florida Practice Series, Vol. 16: Florida Sentencing by William Burgess	1	All Law Libraries
Florida Practice Series, Vol. 22: Florida Criminal Procedure by Michael Allen	1	All Law Libraries
Principles of Legal Research by Kent Olson	1	All Law Libraries

Rights of Prisoners by Michael Mushlin. Annual Pocket Part Supplements	1	All Law Libraries
Florida Session Law Service. Annual Subscription Service	1	Florida State Prison Main Unit Law Library and Union CI NE Unit Law Library
United States Code Annotated. Abridged Set: Constitution, Title 28 § 1961-2254, Title 42 § 1981-2220. Bound Volume and Annual Pocket Part Supplements	1	Florida State Prison Main Unit Law Library and Union CI NE Unit Law Library
West Federal Practice Digest 5 th . Tables, Index, Bound Volume and Annual Pocket Part Supplements	1	Florida State Prison Main Unit Law Library and Union CI NE Unit Law Library
Florida Cases 3d. Bound Volume and Annual Pocket Part Supplements, Advance Sheets	1	Florida State Prison Main Unit Law Library and Union CI NE Unit Law Library
Florida Digest 2d. Bound Volume and Annual Pocket Part Supplements	1	Florida State Prison Main Unit Law Library and Union CI NE Unit Law Library
Florida Jurisprudence 2d. Tables, Index, Bound Volume and Annual Pocket Part Supplements	1	Florida State Prison Main Unit Law Library and Union CI NE Unit Law Library
Florida Pleading and Practice Forms 2d. Tables, Index, Bound Volume and Annual Pocket Part Supplements	1	Florida State Prison Main Unit Law Library and Union CI NE Unit Law Library
Florida Statutes Annotated. Tables, Index, Bound Volume and Annual Pocket Part Supplements	1	Florida State Prison Main Unit Law Library and Union CI NE Unit Law Library
Federal Reporter 3d. Bound Volumes and Advance Sheets	1	Florida State Prison Main Unit Law Library and Union CI NE Unit Law Library

Federal Supplement 3d. Bound Volumes and Advance Sheets	1	Florida State Prison Main Unit Law Library and Union CI NE Unit Law Library
West Supreme Court Reporter. Bound Volumes and Advance Sheets	1	Florida State Prison Main Unit Law Library and Union CI NE Unit Law Library

3.8 Estimated Quantities

The estimated number of subscription per site shall not determine the frequency for distribution of publications, updates and supplements to the law libraries. The estimated quantities as stated on Attachment I, Price Page, are provided to assist with the preparation of the bid and should not be construed as representing the actual quantities to be purchased under the resulting contract.

3.9 Substitutions

The successful bidder shall provide only the product(s) or its equivalent that are identified in this bid. Substituted products delivered or provided to the Department without prior approval by the Contract Administrator are prohibited, will be returned at the successful bidder's expense, and may cause termination of the Contract.

In the event the product specified can no longer be provided for reasons beyond the successful bidder's control (i.e. - product discontinuance), the successful bidder shall provide an alternate product request to the Contract Administrator. 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 Department for review prior to acceptance.

SECTION 4.0 SPECIAL INSTRUCTIONS TO RESPONDENTS

4.1 Scope Changes after Contract Execution

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

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

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

4.2 Price Adjustments

Any price decrease effectuated during the contract period by reason of market change or special sales offered to other customers shall be passed on to the Department. This shall also apply to all in-place equipment on a rent or lease plan. Price increases are not accepted, unless otherwise stated in this solicitation.

4.3 Addition/Deletion of Items/Facilities

With the awarded bidder's agreement, the Department reserves the right to add or delete institutions/facilities receiving or requiring services under this ITB, with the same prices, terms and conditions.

4.4 Damage to Property

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

4.5 Damaged Goods

The successful bidder shall be responsible for filing, processing and collecting all damage claims. However, to assist the vendor in the expeditious handling of damage claims, the ordering office will:

- 4.5.1 Record any evidence of visible damage on all copies of the delivery carrier's Bill of Lading.
- 4.5.2 Report damage (visible or concealed) to the carrier and contract supplier, confirming such reports, in writing, within fifteen (15) days of delivery, requesting that the carrier inspect the damaged merchandise.
- 4.5.3 Retain the item and its shipping container, including inner packing material, until inspection is performed by the carrier and disposition given by the contract supplier.
- 4.5.4 Provide the vendor with a copy of the carrier's Bill of Lading and Damage Inspection Report.

4.6 Condition and Packaging

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.

4.7 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 Substitutes(s)" or other similar language is indicated on the Price Page. 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.

4.8 Summary Reports

The successful bidder shall furnish the Department of Corrections a summary report of contract sales at the end of each calendar quarterly period. The report shall summarize, at a minimum: total number of units sold

during the quarter, total dollar value of units sold during the quarter, total number of units sold by delivery location, total number of units sold and total dollar value sold for the entire contract term. The Department may, at its discretion, develop the exact format the successful bidder shall use for report submittal. Any report format developed by the Department shall be incorporated into, and shall become a part of, the original contract. A summary report shall be furnished for quarters that include less than three full months of business (such as, the beginning or end of the contract term). Failure to provide this information within thirty (30) calendar days following the end of each quarter may result in the termination of the contract

4.9 Samples

The department may request samples of items and the bidder must furnish 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. Requests 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.

4.10 Literature

All bids must meet or exceed all conditions and specifications of the ITB. When technical documentation is required by this ITB, it is to be provided with the bid submission to demonstrate compliance of the product bid with applicable technical requirements of the ITB. The Department, in its sole discretion and in the best interest of the State, may determine the acceptability of the bid through technical documentation made available to the Department as of the date and time of bid opening. Such authority of the Department shall in no way relieve the bidder from the ultimate responsibility of submitting the required technical documentation, nor shall any bidder assume that such documentation is otherwise available to the Department. The Department shall not be responsible for the accuracy of the technical documentation in its possession.

4.11 Delivery

All product(s) shall be shipped Free on Broad (FOB): destination within thirty five (35) days after receipt of an order. Deliveries must be made between 8:30 am to 4:00 pm eastern time, Monday thru Friday excluding Saturdays, Sundays, and state holidays, unless otherwise stated herein or on a subsequent purchase order.

4.12 Procurement of Materials with Recycled Content

It is expressly understood and agreed that any products or materials which are the subject of, or are required to carry out, the Contract resulting from this solicitation shall be procured in accordance with the provisions of Section 403.7065, F.S.

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

4.13 Mandatory Documentation

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

Price Page - Attachment I

4.14 Records and Documentation

To the extent that information is utilized in the performance of the resulting contract or generated as a result of it, and to the extent that information meets the definition of "public record" as defined in subsection 119.011(1), F.S., said information is recognized by the parties to be a public record and, absent a provision of law or administrative rule or regulation requiring otherwise, shall be made available for inspection and copying by any person upon request as provided in Art. I, Sec. 24, Fla. Constitution and Chapter 119, F.S. The Contractor agrees to: (a) keep and maintain public records that would ordinarily and necessarily be required by the Department to perform the contracted service; (b) allow the Department and the public access to records in accordance with the provisions of Chapter 119 and Section 945.10, Florida Statutes; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer to the Department, at no cost, all public records in the Contractor's possession upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Department in a format that is compatible with the Department's information technology systems.

Unless a greater retention period is required by state or federal law, all documents pertaining to the program contemplated by this ITB shall be retained by the successful bidder for a period of six years after the termination of the resulting contract or longer as may be required by any renewal or extension of the contract. The Contractor's failure to comply with these provisions shall constitute sufficient cause for termination of this Contract.

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

4.15 Price Page

The bidder shall complete, sign, date and return all pricing page(s), entitled Price Page, and by submitting a bid or bids under this ITB, each Bidder warrants its agreement to the prices submitted. Bids should be submitted with the most favorable pricing terms bidder can offer to the State. Any modifications, counter offers, deviations, or challenges may render the bid non-responsive. By submitting an offer or offers under this ITB, each bidder warrants its agreement to the prices submitted.

Any incomplete Price Page or if the Price Page includes inconsistencies or inaccuracies may be rejected by the Department. No deviations, qualifications, or counter offers will be accepted. All calculations will be reviewed and verified. The Department may correct mathematical errors; however, in the event of any miscalculation, unit prices shall prevail.

4.16 Deliverables

The deliverables for the purpose of this ITB and the resulting contract are to furnish Florida Correctional Law Library Subscriptions in print format of current legal research materials that include updates and supplements to more than sixty (60) law libraries located throughout the State of Florida.

4.17 Payments and Invoicing

The Contract resulting from this ITB will be a fixed rate. The successful bidder shall submit invoices for payment for delivery of services in detail sufficient for pre-audit and post-audit to include the vendor's name,

mailing address, tax ID number/FEIN, contract/purchase order number, description of services, and dates of services. Invoices will be paid in accordance with Section 215.422 Florida Statutes.

4.18 Purchasing Card Program

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

4.19 Vendor Ombudsman

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted by calling the Department of Financial Services' Toll Free Hotline.

SECTION 5.0 TECHNICAL SPECIFICATIONS

5.1 Bidder Inquiries

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

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

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

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

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

Interested parties are encouraged to carefully review all the materials contained herein and prepare Bids accordingly.

5.2 Cost of Bid Preparation

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

5.3 Travel Expenses

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

5.4 Instructions for Bid Submittal

Each bid response shall be prepared simply and economically, providing a straightforward, concise delineation of the Bidder's capabilities to satisfy the requirements of this ITB. Elaborate bindings, colored displays, and promotional material are not desired. Emphasis in each bid must be on completeness and clarity of content. In order to expedite the review of bids, it is essential that Bidders follow the format and instructions.

- Bids may be sent by U.S. Mail, Courier, Overnight, or Hand Delivered to the location indicated in the Timeline. Electronic submission of bids will not be accepted for the Invitation to Bid.
- All bids must be submitted in a sealed envelope/package with the relevant ITB number and the date and time of the bid opening shall be clearly marked on the outside of the envelope/package.
- It is the bidder's responsibility to assure its bid submittal is delivered to the proper place and time as stipulated in the Timeline. The Department's clocks will provide the official time for bid receipt and opening.
- Late bids will not be accepted.
- Bidders should complete, sign, and return the ITB Acknowledgement Form (page 1) with the bid submittal.
- Submit one (1) original bid and one electronic copy of the bid on CD. The electronic copy should contain the entire bid as submitted, including all supporting and signed documents.

5.5 Disclosure of Bid Submittal Contents

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

5.6 Bid Opening

Bids are due and will be publicly opened at the time, date and location specified in the Timeline. Bid responses received late (after bid opening date and time) will not be accepted nor considered and no modification by the bidder of submitted bids will be allowed, unless the Department has made a request for additional information. No Department staff will be held responsible for the inadvertent opening of a bid response not properly sealed, addressed or identified. The name of all bidders submitting bids will be made available to interested parties upon written request to the Procurement Manager.

5.7 Bid Evaluation

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

specified by the solicitation documents. Bidders are cautioned to make no assumptions unless their bid has been deemed responsive.

5.8 Basis of Award

A single award shall be made to the responsive, responsible bidder offering the lowest total bid price for the items/services indicated in this ITB.

5.9 Disposal of Bids

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

5.10 Bid Rules for Withdrawal

A submitted bid may be withdrawn by submitting a written request for its withdrawal to the Department, signed by an authorized representative of the bidder, within seventy-two (72) hours after the bid submission date indicated in the Timeline. Any submitted bid shall remain a valid bid for three hundred and sixty five (365) days after the bid submission date.

5.11 Rejection of Bids

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

5.12 Addenda

If the Department deems it necessary to supplement, modify or interpret any portion of the solicitation or exhibits, addenda and materials relative to this procurement, it will be posted on the Florida Vendor Bid System at http://vbs.dms.state.fl.us/vbs/main_menu. Interested parties are responsible for monitoring this site for new or changing information or clarifications relative to this procurement.

5.13 Discussions

Only written communications from the Department's Procurement Manager may be considered a duly authorized expression on behalf of the State. Additionally, only written communications from vendors are recognized as duly authorized expressions on behalf of the vendor. Any discussion by a bidder with any employee or authorized representative of the Department involving cost or price information, occurring prior to posting of the Notice of Agency Decision, may result in rejection of said bidder's response.

5.14 No Prior Involvement and Conflict of Interest

The Department considers participation through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, or auditing or any other advisory capacity to constitute participation in drafting of the solicitation, in accordance with Florida Statute 287.057.

The bidder shall not compensate in any manner, directly or indirectly, any officer, agent or employee of the Department for any act or service which he/she may do, or perform for, or on behalf of, any officer, agent, or employee of the bidder. No officer, agent, or employee of the Department shall have any interest, directly or indirectly, in any Contract or purchase made, or authorized to be made, by anyone for, or on behalf of, the Department.

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

5.15 State Licensing Requirements

All entities defined under Chapters 607, 617 or 620, Florida Statutes, seeking to do business with the Department shall be on file and in good standing with the State of Florida's Department of State.

5.16 MyFloridaMarketPlace (MFMP) Registration

Each vendor doing business with the State of Florida for the sale of commodities or contractual services as defined in Section 287.012, F.S., shall register in the MyFloridaMarketPlace system, unless exempted under subsection 60A-1.030, F.A.C. State agencies shall not enter into an agreement for the sale of commodities or contractual services as defined in Section 287.012 F.S. with any vendor not registered in the MyFloridaMarketplace system, unless exempted by rule. A vendor not currently registered in the MyFloridaMarketPlace system shall do so within 5 days after posting of intent to award.

Registration may be completed at:

http://dms.myflorida.com/business_operations/state_purchasing/myflorida_marketplace/vendors. Those lacking internet access may request assistance from MyFloridaMarketPlace Customer Service at 866-352-3776 or from the [Department of Management Services](#).

5.17 Certificate of Authority

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

5.18 Confidential, Proprietary, or Trade Secret Material

The Department takes its public records responsibilities as provided under chapter 119, Florida Statutes and Article I, Section 24 of the Florida Constitution, very seriously. If the bidder considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, trade secret or otherwise not subject to disclosure pursuant to chapter 119, Florida Statutes, the Florida Constitution or other authority, **the bidder must also simultaneously provide the Department with a separate redacted copy of its response and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption.** This redacted copy shall contain the Department's solicitation name, number, and the name of the bidder on the cover, and shall be clearly titled "Redacted Copy." The redacted copy shall be provided to the Department at the same time the bidder submits its response to the solicitation and must only exclude or redact those exact portions which are claimed confidential, proprietary, or trade secret. The bidder shall be responsible for defending its determination that the redacted portions of its response are confidential, trade secret or otherwise not subject to disclosure. Further, the bidder shall protect, defend, and indemnify the Department for any and all claims arising from or relating to bidder's determination that the redacted portions of its response are confidential, proprietary, trade secret or otherwise not subject to disclosure. If the bidder fails to submit a Redacted Copy with its response, the Department is authorized to produce the entire documents, data or records submitted by the bidder in answer to a public records request for these records. In no event shall the Department, or any of its employees or agents, be liable for disclosing, or otherwise failing to protect, the confidentiality of information submitted in response to this solicitation.

5.19 Vendor Substitute W-9

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

5.20 Scrutinized Companies

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

5.21 Florida Preference

In accordance with Section 287.084, F.S., A vendor whose principal place of business is located outside of the state of Florida, **must accompany their bid response documents** with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences granted by that state to its own business entities in the letting of public contracts. The written document must identify either the preference granted or a statement that no preferences are granted. **Failure to include the above written opinion shall result in the rejection of bid.**

When the lowest responsible and responsive bid for **purchases of personal property** is submitted by a vendor whose principal place of business is located outside the state of Florida, a 5% price preference shall be awarded to the lowest responsible and responsive vendor whose principal place of business is located in the state of Florida unless the state where the out-of-state vendor is located provides a price preference for businesses having a principal place of business in that state. In that case, the same price preference shall be awarded to the lowest responsible and responsive vendor whose principal place of business is located in the state of Florida responding to this competitive solicitation.

5.22 Identical Tie Bids

When evaluating bids/proposals/responses to solicitations, if the Department receives identical pricing or scoring from multiple vendors, the department shall determine the order of award using the criteria set forth in Rule 60A-1.011, F.A.C. and Chapter 295.187, F.S. "Certified Veteran Business Enterprises".

SECTION 6.0 SPECIAL CONDITIONS

6.1 State Initiatives

6.1.1 Diversity in Contracting

The State of Florida is committed to supporting its diverse business industry and population through ensuring participation by minority-, women-, and service-disabled veteran business enterprises in the economic life of the state. The State of Florida Mentor Protégé Program connects minority-, women-, and service-disabled veteran business enterprises with private corporations for business development mentoring. We strongly encourage firms doing business with the State of Florida to

consider this initiative. For more information on the Mentor Protégé Program, please contact the Office of Supplier Diversity at (850) 487-0915.

To this end, it is vital that small, minority-, women-, and service-disabled veteran business enterprises participate in the state's procurement process as both bidders and subcontractors in this solicitation.

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

Diversity in Contracting documentation shall be submitted to the Contract Administrator and should identify any participation by diverse bidders and suppliers as prime vendors, subcontractors, vendors, resellers, distributors, or such other participation as the parties may agree. Diversity in Contracting documentation shall include the timely reporting of spending with certified and other minority/service-disabled veteran business enterprises. Such reports must be submitted at least monthly and include the period covered, the name, minority code and Federal Employer Identification Number of each minority/service-disabled veteran vendor utilized during the period, commodities and services provided by the minority/service-disabled veteran business enterprise, and the amount paid to each minority/service-disabled veteran vendor on behalf of each purchasing agency ordering under the terms of the Contract resulting from this solicitation.

6.1.2 Environmental Considerations

The State supports and encourages initiatives to protect and preserve our environment. If applicable, the bidder shall submit a plan to support the procurement of products and materials with recycled content, and the intent of Section 403.7065, Florida Statutes. The bidder shall also provide a plan, if applicable, for reducing and or handling of any hazardous waste generated by the bidder's company. Reference Rule 62-730.160, Florida Administrative Code. It is a requirement of the Florida Department of Environmental Protection that a generator of hazardous waste materials that exceeds a certain threshold must have a valid and current Hazardous Waste Generator Identification Number. This identification number shall be submitted as part of bidder's explanation of its company's hazardous waste plan and shall explain in detail its handling and disposal of this waste.

6.2 Copyrights, Right to Data, Patents and Royalties

Where activities produce original writing, sound recordings, pictorial reproductions, drawings or other graphic representation and works of any similar nature, the Department has the right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Department to do so. If the materials so developed are subject to copyright, trademark, or patent, legal title and every right, interest, claim or demand of any kind in and to any patent, trademark or copyright, or application for the same, will vest in the State of Florida, Department of State for the exclusive use and benefit of the state. Pursuant to Section 286.021, Florida Statutes, no person, firm or corporation, including parties to the Contract resulting from this solicitation, shall be entitled to use the copyright, patent, or trademark without the prior written consent of the Department of State.

The Department shall have unlimited rights to use, disclose or duplicate, for any purpose whatsoever, all information and data developed, derived, documented, or furnished by the successful bidder. All computer programs and other documentation produced as part of the Contract shall become the exclusive property of the State of Florida, Department of State, with the exception of data processing software developed by the Department pursuant to Section 119.084, Florida Statutes, and may not be copied or removed by any employee of the successful bidder without express written permission of the Department.

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

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

6.3 Independent Contractor Status

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

6.4 Assignment

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

6.5 Severability

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

6.6 Use of Funds for Lobbying Prohibited

The successful bidder agrees to comply with the provisions of Section 216.347, Florida Statutes, which prohibits the expenditure of state funds for the purposes of lobbying the Legislature, the Judicial branch, or a state agency.

6.7 Reservation of Rights

The Department reserves the exclusive right to make certain determinations regarding the service requirements. The absence of the Department setting forth a specific reservation of rights does not mean that any provision regarding the services to be performed is subject to mutual agreement. The Department reserves the right to make any and all determinations exclusively which it deems are necessary to protect the best interests of the State of Florida and the health, safety and welfare of the Department's inmates and of the general public which is served by the Department, either directly or indirectly, through these services.

6.8 Convicted Felons

No vendors or any personnel assigned to provide commodities or services, as specified by this ITB, may be a convicted felon or have relatives either confined by or under supervision of the Department, unless an exception is granted by the Department prior to the rendering of services or commodities.

6.9 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 vendors 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.

6.10 Americans with Disabilities

The successful bidder shall comply with the Americans with Disabilities Act. In the event of the successful bidder'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 vendor may be declared ineligible for further contracts.

6.11 Employment of Department Personnel

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

6.12 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 reprourement costs may be charged against the defaulting vendor. Any violation of these stipulations may also result in:

6.12.1 Suppliers' name being removed from State Purchasing vendor mailing list.

6.12.2 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 reprourement and cover costs.

6.13 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.

6.13.1 The laws of the State of Florida shall govern any contract resulting from this ITB, including any conflict of laws; venue for any legal actions, arising from any resultant contract, shall be in Leon County, Florida.

6.13.2 Vendor/Contractor agrees to indemnify, defend, and hold the State of Florida, its officers, employees and agents harmless, to the full extent allowed by law, from all fines, claims, assessments, suits, judgments, or damages, consequential or otherwise, arising from the performance of the Contract. This will include court costs and attorneys' fees, arising out of any acts, actions, breaches, neglect or omissions of Vendor/Contractor its employees and agents, related to the Contract, as well as for any determination arising out of or related to the Contract, that the Vendor/Contractor or its employees, agents, subcontractors, assignees or delegates are not independent contractors in relation to the Department of Corrections. Nothing herein constitutes a waiver of sovereign immunity or consent by the Department of the State of Florida or its subdivisions to suit by third parties in any matter arising here from.

6.14 Termination

6.14.1 Termination at Will

The Contract resulting from this ITB may be terminated by the Department upon no less than 30 calendar days' notice, without cause, and by the Contractor upon no less than 180 calendar days' notice, without cause, unless a lesser time is mutually agreed upon by both parties. Notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery.

6.14.2 Termination Because of Lack of Funds

In the event funds to finance the Contract resulting from this solicitation become unavailable, the Department may terminate the Contract upon no less than twenty-four (24) hours notice in writing to the Contractor. Notice shall be delivered by certified mail (return receipt requested), in-person with proof of delivery, or by other method of delivery whereby an original signature is obtained. The Department will be the final authority as to the availability of funds.

6.14.3 Termination for Cause

If a breach of the Contract resulting from this solicitation occurs by the Contractor, the Department may, by written notice to the Contractor, terminate the Contract resulting from this solicitation upon twenty-four (24) hours notice. Notice shall be delivered by certified mail (return receipt requested), in-person with proof of delivery, or by other method of delivery whereby an original signature is obtained. 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.

6.14.4 Termination for Unauthorized Employment

Violation of the provisions of Section 274A of the Immigration and Nationality Act shall be grounds for unilateral cancellation of the Contract resulting from this solicitation.

6.14.5 Effect of Termination

At the end of the term of the contract resulting from this solicitation, the Contractor shall be provided thirty (30) days to remove its furnishings, fixtures and equipment, all at the Contractor's expense.

6.15 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 the Contract resulting from this solicitation 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 the Contract resulting from this solicitation. 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 Bidder Acknowledgement Form (page 1), for the duration of the Contract resulting from this solicitation. 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 the Contract resulting from this solicitation and shall notify the Department by certified mail within ten (10) days if/when the records are moved to a new location.

6.16 Insurance

The successful bidder shall obtain insurance to cover those liabilities which are necessary to provide reasonable financial protection for the successful bidder and the Department under the Contract resulting from this ITB. This shall include, but is not limited to, worker's compensation, general liability, and property damage coverage. The Department must be an additional named insured on the successful bidder's insurance related to the Contract. Upon issuance of the Purchase Order, the successful bidder shall furnish the Department written verification of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Department reserves the right to require additional insurance where appropriate.

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

ATTACHMENT I – PRICE PAGE
MANDATORY
DC ITB-14-070
FLORIDA CORRECTIONAL LAW LIBRARY PRINT SUBSCRIPTIONS

THIS PRICE PAGE SHALL BE COMPLETED IN ITS ENTIRETY

FOB: Various Locations

YEAR ONE

Estimated Quantity	Price Per Month		Months Per Year		Annual Price
2126 Subscriptions	\$ _____	X	12	=	\$ _____

YEAR TWO

Estimated Quantity	Price Per Month		Months Per Year		Annual Bid Price
2126 Subscriptions	\$ _____	X	12	=	\$ _____

YEAR THREE

Estimated Quantity	Price Per Month		Months Per Year		Annual Bid Price
2126 Subscriptions	\$ _____	X	12	=	\$ _____

YEAR FOUR

Estimated Quantity	Price Per Month		Months Per Year		Annual Bid Price
2126 Subscriptions	\$ _____	X	12	=	\$ _____

TOTAL BID PRICE (This price shall be a cumulative of each annual bid price listed above.)	\$ _____
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THE RENEWAL TERM "ANNUAL BID PRICE" WILL BE THE SAME AS THE ORIGINAL CONTRACT PRICE.

NAME OF BIDDER

FEID#

SIGNATURE OF AUTHORIZED REPRESENTATIVE

DATE

ATTACHMENT II - PURCHASE ORDER TERMS AND CONDITIONS

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

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

For good and valuable consideration, received and acknowledged sufficient, the parties agree to the following in addition to the terms and conditions expressed in the MyFloridaMarketPlace (MFMP) purchase order. By accepting this electronic purchase order, the vendor agrees to be bound by these conditions and instructions.

1. Vendor is an independent contractor for all purposes hereof.
2. The laws of the State of Florida shall govern this purchase order and venue for any legal actions arising here shall be Leon County, Florida.
3. Vendor agrees to obtain and maintain during the Purchase Order term, commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Purchase Order. This insurance may include but not limited to Liability Insurance, Errors and Omissions Insurance and Workers Compensation Insurance.
4. Vendor will comply, as required, with the Health Insurance Portability and Accountability Act (42 USC & 210, et seq.) and regulations promulgated thereunder (45 CFR Parts 160, 162, and 164). Health Information Technology for Economic and Clinical Health Act (HITECH), 42 U.S.C. 17935, 17921 and 17931 ET SEQ, and section 945.10, F.S.
5. Vendor shall maintain confidentiality of all data, files, and records related to the services/commodities provided pursuant to this purchase order that are confidential or exempt from disclosure pursuant to Florida or Federal laws. Vendor shall comply with all State and Federal laws, and the Department's Procedures 102.004, 102.006, 102.008 and 401.006. A copy of these procedures will be made available upon request. Vendor shall also comply with any applicable professional standards of practice with respect to confidentiality of information.
6. Vendor agrees to indemnify, defend, and hold the State of Florida, its officers, employees and agents harmless, to the full extent allowed by law, from all fines, claims, assessments, suits, judgments, or damages, consequential or otherwise. This will include court costs and attorneys' fees, arising out of any acts, actions, breaches, neglect or omissions of Vendor, its employees and agents, related to this purchase order, as well as for any determination arising out of or related to this purchase order, that the Vendor or Vendor's employees, agents, subcontractors, assignees or delagees are not independent contractors in relation to the Department. This purchase order does not constitute a waiver of sovereign immunity or consent by the Department or the State of Florida or its subdivisions to suit by third parties in any matter arising herefrom.
7. All patents, copyrights, and trademarks arising, developed or created in the course or as a result hereof are property of the State of Florida, and nothing resulting from Vendor's services or provided by the Department to Vendor may be reproduced, distributed, licensed sold or otherwise

transferred without prior written permission. This paragraph does not apply to the Department's purchase of a license for Vendor's intellectual property.

8. If this purchase order is for personal services, the Vendor's staff assigned to this Contract shall be subject, at the Department's discretion and expense, to a Florida Department of Law Enforcement (FDLE) Florida Crime Information Center/National Crime Information Center (FCIC/NCIC) background/criminal records check. This background check will be conducted by the Department and may occur or re-occur at any time during the Contract period. The Department has full discretion to require the Vendor to disqualify, prevent, or remove any staff from any work under the Contract. The use of criminal history records and information derived from such records checks are restricted pursuant to Section 943.054, F.S. The Department shall not disclose any information regarding the records check findings or criteria for disqualification or removal to the Vendor. The Department shall not confirm to the Vendor the existence or nonexistence of any criminal history record information. In order to carry out this records check, the Vendor shall provide the following data for any individual of the Vendor or Vendor's staff assigned to the Contract: Full name, Social Security Number, Race, Sex, Date of Birth, Driver's License Number and State of Issue. If requested, the Vendor's staff shall submit to fingerprinting by the Department for the background checks.
9. Section 287.057(17)(c), Florida Statutes, provides, "A person who receives a contract that has not been procured pursuant to subsections (1)-(3) to perform a feasibility study of the potential implementation of a subsequent contract, who participates in the drafting of a solicitation or who develops a program for future implementation, is not eligible to contract with the agency for any other contracts dealing with that specific subject matter, and any firm in which such person has any interest is not eligible to receive such contract. However, this prohibition does not prevent a vendor who responds to a request for information from being eligible to contract with an agency." The Department considers participation through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, or auditing or any other advisory capacity to constitute participation in drafting of the solicitation.
10. **TERMINATION:** This purchase order agreement may be terminated by either party upon no less than thirty (30) calendar days notice, without cause, unless a lesser time is mutually agreed upon by both parties. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

In the event funds to finance this purchase order agreement become unavailable, the Department may terminate the agreement upon no less than twenty-four (24) hours notice in writing to the provider. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The Department shall be the final authority as to the availability of funds. If any breach of the terms and conditions of the Department's purchase order or any of its incorporated documents occurs by the successful bidder, and unless the provider's breach is waived by the Department in writing, the Department may, by written notice to the provider, terminate this purchase order agreement upon no less than twenty-four (24) hours notice. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. If applicable, the Department may employ the default provisions in Chapter 60A-1.006, F.A.C. Waiver of breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be constructed to be a modification of the terms of this agreement. The provisions herein do not limit the Department's right to remedies at law or to damages.
11. The terms of this purchase order will supersede the terms of any and all prior or subsequent agreements you may have with the Department with respect to this purchase. Accordingly, in the event of any conflict, the terms of this purchase order shall govern.

12. As required by State of Florida Executive Order Number 11-116, the Contractor identified in this Contract is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify employment eligibility of: all persons employed during the contract term by the Contractor to perform employment duties pursuant to the Contract, within Florida; and all persons, including subcontractors, assigned by the Contractor to perform work pursuant to the Contract with the Department. (<http://www.uscis.gov/e-verify>) Additionally, the Contractor shall include a provision in all subcontracts that requires all subcontractors to utilize the U.S. Department of Homeland Security's E-Verify system to verify employment eligibility of: all persons employed during the contract term by the Contractor to perform work or provide services pursuant to this Contract with the Department.
13. The employment of unauthorized aliens by any contractor is considered a violation of Section 274A(E) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this purchase order.
14. No Contractors or any personnel assigned to provide commodities or services, as specified by this purchase order, may be a convicted felon or have relatives either confined by or under supervision of the Department, unless an exception is granted by the Department prior to the rendering of services or commodities.
15. Prison Rape Elimination Act (PREA). The Contractor will comply with the national standards to prevent, detect, and respond to prison rape under the Prison Rape Elimination Act (PREA), Federal Rule 28 C.F.R. Part 115. The Contractor will also comply with all Department policies and procedures that relate to PREA.
16. The Contractor agrees to: (a) keep and maintain public records that would ordinarily and necessarily be required by the Department to perform the contracted services; (b) allow public access to records in accordance with the provisions of Chapter 119 and 945.10, Florida Statutes; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; (d) meet all requirements for retaining public records and transfer to the Department, at no cost, all public records in the Contractor's possession upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Department in a format that is compatible with the Department's information technology systems. The Contractor's failure to comply with this provision shall constitute sufficient cause for termination of this Contract.

ATTACHMENT III – LAW LIBRARY LISTING

NAME/MAILING ADDRESS	SHIPPING ADDRESS IF DIFFERENT FROM MAILING ADDRESS
Florida Department of Corrections Attention: Library Services 501 South Calhoun Street Tallahassee, Florida 32399-2500	
Apalachee Correctional Institution East Unit Law Library 35 Apalachee Drive Sneads, Florida 32460-0699	
Apalachee Correctional Institution West Unit Law Library 52 West Unit Drive Sneads, Florida 32460-0699	
Avon Park Correctional Institution Main Unit Law Library 8100 Highway 64 East Avon Park, Florida 33826	
Avon Park Correctional Institution Work Camp Law Library 8100 Highway 64 East Avon Park, Florida 33826	
Baker Correctional Institution Law Library 20706 US Highway 90 West Sanderson, Florida 32087	
Calhoun Correctional Institution Law Library 19562 S.E. Institution Drive, Unit 1 Blountstown, Florida 32424-9700	
Central Florida Reception Center Main Unit Law Library 7000 H C Kelley Road Orlando, Florida 32831-2518	
Central Florida Reception Center East Unit Law Library 7000 H C Kelley Road Orlando, Florida 32831-2518	
Century Correctional Institution Law Library 400 Tedder Road Century, Florida 32535	
Charlotte Correctional Institution Law Library 33123 Oil Well Road Punta Gorda, Florida 33983	
Columbia Correctional Institution Main Unit Law Library 216 SE Corrections Way Lake City, Florida 32025	

Columbia Correctional Institution Annex Law Library 216 SE Corrections Way Lake City, Florida 32025	
Cross City Correctional Institution Law Library 568 NE 255th Street Cross City, Florida 32628	
Dade Correctional Institution Law Library 19000 SW 377th Street Florida City, Florida 33034	
DeSoto Correctional Institution Annex Law Library 13617 SE Highway 70 Arcadia, Florida 34266-7800	
Everglades Correctional Institution Law Library 1599 SW 187th Avenue Miami, Florida 33194	
Florida State Prison Main Unit Law Library 7819 NW 228th Street Raiford, Florida 32026-1040	
Florida State Prison West Unit Law Library 7819 NW 228th Street Raiford, Florida 32026-1040	
Florida Women's Reception Center Law Library 3700 NW 111 th Place Ocala, Florida 34482	
Franklin Correctional Institution Law Library 1760 Highway 67 Carrabelle, Florida 32322	
Gulf Correctional Institution Main Unit Law Library 500 Ike Steele Road Wewahitchka, Florida 32465	
Gulf Correctional Institution Annex Law Library 699 Ike Steele Road Wewahitchka, Florida 32465	
Hamilton Correctional Institution Main Unit Law Library 10650 SW 46th Street Jasper, Florida 32052	
Hamilton Correctional Institution Annex Law Library 10650 SW 46th Street Jasper, Florida 32052	

Hardee Correctional Institution Law Library 6901 State Road 62 Bowling Green, Florida 33834	
Hernando Correctional Institution Law Library 16415 Spring Hill Drive Brooksville, Florida 34609-8167	
Holmes Correctional Institution Law Library 3142 Thomas Drive Bonifay, Florida 32425	
Homestead Correctional Institution Law Library 19000 SW 377th Street Florida City, Florida 33034	
Jackson Correctional Institution Law Library 5563 10th Street Malone, Florida 32445-1011	
Jefferson Correctional Institution Law Library 1050 Big Joe Road Monticello, Florida 32344	
Lake Correctional Institution Law Library 19225 US Highway 27 Clermont, Florida 34715	
Lancaster Correctional Institution Law Library 3449 SW State Road 26 Trenton, Florida 32693	
Lawtey Correctional Institution Law Library 7819 NW 228 th Street Raiford, Florida 32026-2040	
Liberty Correctional Institution Law Library 11064 NW Dempsey Barron Road Bristol, Florida 32321-9711	
Lowell Correctional Institution Main Unit Law Library 11120 NW Gainesville Road Ocala, Florida 34482	
Lowell Correctional Institution Annex Law Library 11120 NW Gainesville Road Ocala, Florida 34482	
Madison Correctional Institution Law Library 382 SW MCI Way Madison, Florida 32340	

Marion Correctional Institution Law Library Post Office Box 158 Lowell, Florida 32663-0158	Marion Correctional Institution Law Library 3629 NW 105 th Street Ocala, Florida 34482
Martin Correctional Institution Law Library 1150 SW Allapattah Road Indiantown, Florida 34956	
Mayo Correctional Institution Annex Law Library 8784 US Highway 27 West Mayo, Florida 32066	
Northwest Florida Reception Center Main Unit Law Library 4455 Sam Mitchell Drive Chipley, Florida 32428	
Northwest Florida Reception Center Annex Law Library 4455 Sam Mitchell Drive Chipley, Florida 32428	
Okaloosa Correctional Institution Law Library 3189 Colonel Greg Malloy Road Crestview, Florida 32539-6708	
Okeechobee Correctional Institution Law Library 3420 NE 168 th Street Okeechobee, Florida 34972	
Polk Correctional Institution Law Library 10800 Evans Road Polk City, Florida 33868-6425	
Putnam Correctional Institution Law Library 128 Yelvington Road East Palatka, Florida 32131	
Quincy Annex Law Library 2225 Pat Thomas Parkway Quincy, Florida 32351	
Reception and Medical Center Main Unit Law Library Post Office Box 628 Lake Butler, Florida 32054	Reception and Medical Center Main Unit Law Library 7765 South County Road 231 Lake Butler, Florida 32054
Reception and Medical Center West Unit Law Library Post Office Box 628 Lake Butler, Florida 32054	Reception and Medical Center West Unit Law Library 7765 South County Road 231 Lake Butler, Florida 32054
Sago Palm Re-Entry Center Law Library 500 Bay Bottom Road Pahokee, Florida 33476	

Santa Rosa Correctional Institution Main Unit Law Library 5850 East Milton Road Milton, Florida 32583	
Santa Rosa Correctional Institution Annex Law Library 5850 East Milton Road Milton, Florida 32583	
South Florida Reception Center Main Unit Law Library 14000 NW 41 st Street Doral, Florida 33178	
South Florida Reception Center South Unit Law Library 13910 NW 41 st Street Doral, Florida 33178	
Sumter Correctional Institution Law Library 9544 CR 476B Bushnell, Florida 33513	
Suwannee Correctional Institution Main Unit Law Library 5964 U.S. Highway 90 Live Oak, Florida 32060	
Suwannee Correctional Institution Annex Law Library 5964 U.S. Highway 90 Live Oak, Florida 32060	
Taylor Correctional Institution Main Unit Law Library 8501 Hampton Springs Road Perry, Florida 32348	
Taylor Correctional Institution Annex Law Library 8501 Hampton Springs Road Perry, Florida 32348	
Tomoka Correctional Institution Law Library 3950 Tiger Bay Road Daytona Beach, Florida 32124-1098	
Union Correctional Institution Main Unit Law Library 7819 NW 228 th Street Raiford, Florida 32026-4040	
Union Correctional Institution Northeast Unit Law Library 7819 NW 228 th Street Raiford, Florida 32026-4040	
Wakulla Correctional Institution Main Unit Law Library 110 Melaleuca Drive Crawfordville, Florida 32327	

Wakulla Correctional Institution Annex Law Library 110 Melaleuca Drive Crawfordville, Florida 32327	
Walton Correctional Institution Law Library 691 Institution Road DeFuniak Springs, Florida 32433	
Zephyrhills Correctional Institution Law Library 2739 Gall Boulevard Zephyrhills, Florida 33541-9701	