

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

Invitation to Bid (ITB) No: ITB FFS 21 22 61

**Title: PREFABRICATED BATHROOM TO BLACKWATER RIVER
STATE FOREST**



Brittany Harvey, Procurement Officer
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850-617-7181
Bids@FDACS.gov

Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Protests must be filed with the Agency Clerk, Florida Department of Agriculture and Consumer Services, The Holland Building, 600 South Calhoun Street, Tallahassee, Florida 32399.

SECTION 1.0 INTRODUCTORY SECTION

1.1 Statement of Purpose

The Florida Department of Agriculture and Consumer Services, Florida Forest Service (FDACS, FFS or Department) seeks to obtain competitive bids for the outright purchase, delivery and installation of two (2) Prefabricated Bathrooms at the Blackwater River State Forest. This Invitation to Bid (ITB) and all activities leading toward the anticipated issuance of a Purchase Order are conducted pursuant to 287 Florida Statutes (F.S.) and Rule 60A-1 Florida Administrative Code (F.A.C.).

This solicitation will be administered through the Vendor Bid System (VBS). Vendors interested in submitting a bid must comply with all terms and conditions described in this solicitation.

It is the intent of the Department to make a single award as a result of this ITB.

1.2 Timeline of Events

The table below contains the Time of Events for this solicitation. The dates and times within the Timeline of Events are subject to change. It is the responsibility of the Bidder to check for any changes on the Vendor Bid System (VBS).

EVENT	DATE/TIME (ET)	LOCATION
Release of ITB	January 19, 2022	Vendor Bid System http://www.myflorida.com/apps/vbs
Mandatory Site visit	January 19, 2022- February 02, 2022	11650 Munson Highway, Milton, FL 32570
Last day for written Inquiries to be received by the Department	February 02, 2022	Florida Department of Agriculture and Consumer Services Email: Bids@FDACS.gov **ALL EMAILS SHOULD CONTAIN THE SOLICITATION NUMBER IN THE SUBJECT LINE OF THE EMAIL**
Anticipated Posting of Written Responses to Vendor Inquiries	February 07, 2022	Vendor Bid System http://www.myflorida.com/apps/vbs
Sealed Bids Due	February 15, 2022 5:00 PM	Florida Department of Agriculture and Consumer Services 407 S. Calhoun Street, SB-8 Mayo Building Tallahassee, Florida 32399-0800
Public Meeting for Opening of Bids	February 16, 2022 10:00 AM	Teleconference Number: 1 (888) 585 – 9008 Conference Room Number: 407 639 217
Anticipated Posting of Recommended Award	February 22, 2022	Vendor Bid System http://www.myflorida.com/apps/vbs

The Department shall utilize the State of Florida, VBS as the single resource for all ITB, Public Notice information in accordance with 28-102.001, F.A.C.

1.3 Public Opening

The Public Opening for this solicitation will be available via teleconference.

DIAL – IN TELECONFERENCE NUMBER: 1 (888) 585 – 9008
CONFERENCE ROOM NUMBER: 407 639 217, Then # and follow prompts

Residents in the State of Florida who are hearing, sight or speech impaired, please contact Florida Relay at 1 (800) 955 – 8771 or visit https://www.ftri.org/relay_for_assistance.

1.4 Mandatory Requirements

The FDACS has established certain requirements with respect to bids to be submitted by respondents. The use of “shall”, “must” or “will” (except to indicate simple futurity) in this ITB indicates a requirement or conditions from which a material deviation may not be waived by the Department. A deviation is material if, in the Department’s sole discretion, the deficient response is not substantial accord with the ITB requirements, provides an advantage to one respondent over other respondents, has potentially significant effect on the quantity or quality of items bid, or on the cost of the Department. Material deviations cannot be waived. 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 Bid.

1.5 Conflicts and Order(s) of Precedence

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

- 1) Addenda, in reverse order of issuance
- 2) ITB, including attachments
- 3) [PUR 1000, General Contract Conditions](#)
- 4) [PUR 1001, General Instructions to Respondents](#)

SECTION 2.0 TECHNICAL SPECIFICATIONS

2.1 Specifications

Construct, deliver and install two (2) prefabricated bathrooms to Blackwater River State Forest. The bathrooms will be delivered and installed to two separate recreation areas. The address for South Hurricane Recreation area is 7760 South Hurricane Lake Road, Baker FI 32531, the address for the North Karick Recreation area is 1800 North Karick Lake Road, Baker FI 32531.

The intent of these specifications and drawings is to establish a quality and performance level for structural design, material, durability and workmanship. All bidders must conform to plans & specifications of the Construction Quote. The building shall be the design of a manufacturer who is regularly engaged in the fabrication of pre-engineered structures. All materials shall be new, unused, and free from defect. Building must comply with all provisions of the "Florida Building Code."

The following standards and criteria (of most recent issue) shall be used where applicable in the structural design of the building covered by this specification:

- Recommended Design Practices Manual
- Metal Building Manufacturers Association "Steel Construction Manual
- American Institute of Steel Construction "Cold Formed Steel Design Manual
- The Aluminum Association
- Code for Welding in Building Construction" American Welding Society

The following criteria shall be applicable in other phases of design:

- Structural Steel Painting Council Standards
- Federal, Military and Commercial Standards ASTM Standards

Exterior wall texture will be simulated barn wood and the roof appearance will be cedar shake or ribbed metal.

Pre-fabricated Enclosed Building

ADA restroom/shower rooms (minimum 75 sq.ft. per room)

Pre-plumbed/pre-wired with all fixtures installed

Pre-installed electric water heater(s) (240 volts, minimum 80-gallon capacity)

ADA Handicapped accessible

Floor Load of 400 pounds per square foot

Roof Load of 250 pounds per square foot

150 mile per hour wind rating for structure (3-second gust)

Roof: all concrete design (standard exterior paint finish)

Walls: all concrete design, minimum 4-inch thickness (standard exterior paint finish)

Floor: all concrete design, minimum 5-inch thickness (standard paint finish)

Passageway for plumbing, utilities, and storage

Building colors in accordance with FFS building guide

Doors

Four (4) 3'x7' metal exit doors with lever/panic hardware and closure for rooms

One (1) 3'x7' metal exit doors with lever/panic hardware and closure for passageway

Structural

Florida stamped structural and foundation drawings to be included by contractor

150 mile per hour wind rating for structure (3-second gust) Exposure - C

Building to be designed to meet or exceed all local/state building codes

Concrete Reinforcement

All reinforcing steel will conform to ASTM A615, all welded wire fabric will conform to ASTM A185.

Provide manufactured roof panel assemblies complying with performance requirements indicated and capable of withstanding thermally induced movement and exposure to weather without failure of infiltration of water to the structure interior. Wind uplift resistance of the roof panel assemblies shall meet 150 mph rating when installed according to manufacturer's recommendations.

Provide a manufacturer's written warranty covering 20 years rust perforation

Paint

All paints and materials will conform to all Federal specifications or be similar "top-of-the-line-components". Paints will not contain more than .06 percent by weight of lead.

Exterior slab will be clear sealer. Exterior walls and roof will be a water-repellent penetrating stain in the same color as the walls or roof followed by a clear acrylic anti-graffiti sealer. All exterior surfaces will be painted to the Florida Forest Service current color scheme. Four colors will be used, one for the roof, one for trim, one for the building body and one for the doors. Colors will be Sherwin-Williams codes.

Interior floors will be a chemical resistant urethane. The color will be gray. Interior walls and ceilings will be a modified acrylic, water repellent penetrating stain. The color will be white followed by a clear acrylic anti-graffiti sealer.

The Florida Forest Service has standard exterior paint colors and schemes for its buildings. Sherwin-Williams paint matched colors will be used for the building exterior, trim, doors and door trim, and roof. A Forest Service memo with paint color codes and an example building will be attached to the end of this form.

Plumbing

Provide site plans and specifications for utilities

All fixtures to meet ANSI A112.19.2.

Waste and vent material will be ABS or PVC plastic and will be plumbed to meet Uniform Building Codes.

Water material will be copper tubing Type L, hard drawn. A gate valve will be provided at the inlet end of the water line. All water lines will be of a size to provide proper flushing action based on a nominal water pressure of 40 psi.

All plumbing will be concealed in the service area.

Hose bib available in the chase area.

A main shut-off valve and drain will be provided with plumbing.

Sink and toilet will be vitreous porcelain.

Electrical

All components to be UL listed All electrical wiring will be in conduit, surface mounted in the service area and concealed in the user compartments. All wire will be copper. A 200-amp breaker panel will be provided in the chase area.

Interior lights will be wall mounted vandal resistant LED fixtures. Lighting on the exterior of building will be photocell activated; interior will be motion activated, chase will be switch activated. 4 exterior 35-watt High Pressure Sodium lights, vandal resistant.

1 GFI outlets located next to each sink.

All rooms will be vented by an exhaust fan.

The optional hand dryer will be an air compression type with remote motor unit. Push button switch located in cast nozzle housing with flexible hose connecting blower motor, housing and nozzle. Power input 120VAC, 7A (non-heated air).

Structural Joints

Wall components will be joined together with welded plates at each joint. Weld plates will be anchored into the concrete panel and welded together with a continuous weld. The inside seams will be a paintable caulk. The outside seams will use a caulk in a coordinating building color or clear.

Walls and roof will be joined with weld plates, at each building corner. The joint between the floor slab and walls will be joined with a grout mixture on the inside, a matching-colored caulk on the outside and two weld plates 6" long per wall.

Products for Application and Installation

Bidders must include a copy of the manufacturer/product literature in their bid response. Include data substantiating that products to be furnished comply with bid requirements. Product proposed in response to this ITB is subject to approval by the FFS prior to award. Any product found to be in non-compliance with the product specifications will be rejected.

The contractor shall not change the approved products at any time during the performance of this contract, without prior written approval from the contract manager

Installation and Site Preparation

The awarded contractor will be responsible for the delivery of the prefabricated bathhouse as specified herein. The exact location of the Prefabricated Bathroom to Blackwater River State Forest will be determined by the FFS. Vendors are provided the opportunity to review the proposed placement site to formulate their bid response.

Department Responsibilities

The following indicates work to be performed by the FFS

- a. Provide clear and level site free of overhead and/or underground obstructions.
- b. Provide access to the site for truck delivery and enough area for the crane to install and the equipment to perform the contract requirements.
- c. Water, electrical, and sewage site connections must be placed in accordance with the awarded vendor drawings and must be placed to easily connect to the building.

2.2 Mandatory Site Visitation

A mandatory site visit for any prospective bidder will be held between January 19-31, 2022 **at the 11650 Munson Highway, Milton, FL 32570. Prospective bidders** must contact Daniel Hayes at (850) 957-5720 to schedule an appointment. Vendors are limited to two (2) representatives each and must have the Certification of Site Visitation form (ATTACHMENT A) signed at this time. Any bid received from a prospective respondent who did not attend the mandatory pre-bid conference will not be considered. The purpose of this conference will be to clarify the contents of this bid in order to prevent misunderstanding of the Department's terms, conditions and specifications for this project. The conference will consist of a session wherein each page of the bid (including technical specifications) will be discussed. General questions related to the specifications and plans for this project will be answered. Any material changes to

the bid terms, conditions, plans or specifications must be stated in writing in the form of an addenda issued through the Department's purchasing office (see section titled "ADDENDA").

2.3 Estimated Quantities

Intended quantities are estimates only and are to be used as a guideline. The Department reserves the right to add or reduce any item; therefore, the Department assigned purchase order shall be the official determination for final quantities.

2.4 Delivery Instructions

Bidder must contact the FFS representative prior to delivering. The delivery for each bathhouse is as follows:

Delivery of all items shall be to the:

South Hurricane Recreation Area
7760 South Hurricane Lake Road
Baker, FL 32531

North Karick Recreation Area
1800 North Karick Lake Road
Baker, FL 32531

Delivery must be no later than one hundred and eighty (180) of days upon issuance of the Purchase Order. Price for delivery of any and all items as specified herein, shall be included in the of each. The Department shall not pay separate delivery fee(s) associated with the delivery of any item listed this Bid.

SECTION 3.0 INVITATION TO BID PROCESS

3.1 Advertisement

This ITB is hereby advertised on the State of Florida VBS. To find the ITB or other related information, enter Agency "Department of Agriculture" and click on "Advertisement Search" at the bottom of the web page. If unable to download the document(s), contact the FDACS Procurement Officer.

3.2 General Instructions to Respondents (PUR 1001)

Pursuant to Rule 60A-1.002 F.A.C., the General Instructions to Respondents, [PUR 1001](https://www.dms.myflorida.com/content/download/2934/11780/PUR_1001_General_Instructions_to_Respondents.pdf) are incorporated in this ITB by reference and available at: https://www.dms.myflorida.com/content/download/2934/11780/PUR_1001_General_Instructions_to_Respondents.pdf. There is no need to return this document with the bid response.

Any terms and conditions set forth within this FDACS ITB document shall supersede any and all conflicting terms and conditions set forth within the PUR 1001. Specific references to MyFloridaMarketPlace (MFMP) usage for this ITB stated in paragraphs 3 and 5 of the PUR 1001, General Instructions to Respondents are not applicable.

3.3 Bidder Inquiries

The Procurement Officer, acting on behalf of the FDACS, is the sole point of contact of official

meetings, questions, and all matters pertaining to this solicitation from the date of the release of the solicitation, until the FDACS Notice of Agency Decision is published on the VBS.

Questions related to this ITB, or requests for approved equivalents (if applicable), must be received in writing, via email, by the Procurement Officer listed below, as indicated in the Timeline of Events. Oral inquiries, or those submitted after the period specified in the Timeline, will may be acknowledged.

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

The Procurement Officer for this ITB is:

Brittany Harvey, Government Analyst
Florida Department of Agriculture and Consumer Services
407 S. Calhoun Street, SB-8 Mayo Building
Tallahassee, Florida 32399-0800
Phone: (850) 617-7181
Email: Bids@FDACS.gov

****ALL EMAILS TO THE PROCUREMENT OFFICER SHOULD CONTAIN THE BID NUMBER IN THE SUBJECT LINE OF THE EMAIL****

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

3.4 Addenda

If the Department deems it necessary to supplement, modify, or interpret any portion of the solicitation documents or exhibits, addenda, and materials relative to this procurement during the bidding period, information will be posted on the VBS (<http://www.myflorida.com/apps/vbs>) as a written addenda. Any addenda issued in relation to this solicitation shall thereby become part of the final bid specifications and requirements.

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

3.5 MyFloridaMarketPlace (MFMP) Registration

Each vendor desiring to sell commodities or contractual services as defined in Section 287.012, F.S., to the State is prequalified to do so and shall register in the MFMP system, unless exempted under subsection 60A-1.033(3) F.A.C. Information about the registration process is available, and registration may be completed, at the MFMP website: [Vendor Information Portal \(https://vendor.myfloridamarketplace.com/vms-web/spring/login?execution=e1s1\)](https://vendor.myfloridamarketplace.com/vms-web/spring/login?execution=e1s1). Interested persons lacking internet access may request assistance from the MFMP Customer Service at (866) 352-3776.

Vendors should register for the following United Nations Standard Products and Services (UNSPSC) Class/Group Commodity Code(s) pertaining to this Procurement:

- 95141700 Prefabricated commercial and industrial buildings and structures

3.6 Vendor Substitute W-9

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

The awarded Vendor must have a valid W-9 on file with the DFS prior to issuance of a purchase order or contract. This may be completed by the bidder post-award and is not something which FDACS will consider in determining the responsiveness of a bid.

3.7 Cost of Bid Preparation

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

3.8 Instructions for Bid Submittal

Each bid response shall be prepared simply and economically, providing a straightforward, concise delineation of the bidder's capabilities to satisfy the requirements of this ITB. Elaborate bindings, colored displays and promotional material are discouraged. Emphasis in each bid must be on completeness and clarity of content. In order to expedite the review of bids, it is essential that bidders follow the format and instructions.

- Bids may be sent by U.S. mail, courier, overnight or hand delivered to the location indicated in the Timeline. **Electronic (email/fax) submission of bids will not be accepted for the ITB.**
- All bids must be submitted in a sealed envelope/package with the relevant ITB number 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.
- Late bids will not be accepted.

3.9 Bidder Acknowledgement

By submission of a signature on the FDACS Acknowledgment Form, the Bidder certifies that they comply with all terms and conditions contained herein. The Bid must contain the original signature of an authorized representative who can legally bind the Bidder. The product offered by the Bidder will conform to the specifications of this ITB without exception.

Bidders must complete Attachment B, FDACS Acknowledgement Form with their Bid response.

3.10 Price Sheet

The bidder shall complete, sign, date and return Attachment C, Price Sheet.

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

No remuneration is available to the Bidder beyond the Bid price for all specifications and considerations in response to this ITB, as outlined herein. Bidders will be strictly held to the prices of their Bid. The contents of this ITB and vendor Bid submission will become a contractual obligation upon execution of the purchase order or contract.

Quantities referred to are estimated quantities. If Attachment C stipulates a unit price, the Department reserves the right to increase or decrease the quantities and amounts. No guarantee is made regarding actual orders issued for items or quantities. The FDACS shall not be responsible for Vendor inventory or order commitment.

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

3.11 Vendor Generated Terms and Conditions

The FDACS objects to and shall not consider any additional terms and conditions submitted by a Bidder, including any appearing in documents attached as part of a Bidder's response. In submitting a response, a Bidder agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force and effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a Bid, shall be grounds for rejecting a Bid.

The purchase or contract issued by the FDACS as a result of this ITB shall incorporate all terms and conditions identified herein. No oral agreements or representations shall be valid or binding upon FDACS or the Bidder unless expressly contained herein or by a written addendum to this ITB.

3.12 Public Records

Any and all documents submitted in response to this ITB shall be considered public record pursuant to Chapter 119, Florida Statutes.

3.13 Disclosure of Bid Submittal Contents

All documentation produced as part of this solicitation shall become the exclusive property of the Department and may not be removed by the bidder or its agents or returned. Selection or rejection of a bid shall not affect this right.

3.14 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 due date and time) will not be accepted, nor considered, and modification by the bidder of submitted bids will not be allowed, unless the Department has made a request for additional information. Department staff will not be held responsible for the inadvertent opening of a bid response if it is not properly sealed, addressed, or identified.

3.15 Administrative Review

Each Vendor shall submit a Bid that meets all material requirements of this ITB. Material requirements are those without which adequate analysis and comparison of Bids is impossible or those that affect the competitiveness of the Bid. Bids that do not meet all requirements, specifications, terms and conditions of this solicitation or fail to provide all required information,

documents, or materials may be rejected as non-responsive.

The Department may request, and Bidder shall provide, clarifying information or documentation. Failure to supply the information or documentation as requested may result in the Bid being deemed non-responsive.

IF FDACS DETERMINES, IN ITS SOLE DISCRETION, THAT THE CONDITIONS OF THE BID DOCUMENTS ARE NOT COMPLIED WITH, OR THAT THE PRODUCT PROPOSED TO BE FURNISHED DOES NOT MEET THE SPECIFIED REQUIREMENTS, THE BID MAY BE REJECTED AS NON-RESPONSIVE.

3.16 The Florida Based Business Preference

When commodities are to be procured using state funds, pursuant to Section 287.084, Florida Statutes, the lowest responsible and responsive bidder whose principal place of business is located within the state of Florida is entitled to a preference over the lowest responsible and responsive bid submitted by a bidder whose principal place of business is located outside of this state. The preference will be determined as follows:

- 1) If the lowest bid is submitted by a bidder whose principal place of business is located outside of the state of Florida, and that state or political subdivision grants a preference to vendors whose principal place business is with that state or political subdivision, the preference given to the lowest bidder whose principal place of business is within the state of Florida shall be equal to that granted in the other state or political subdivision.
- 2) If the lowest bid is submitted by a bidder whose principal place of business is located outside the state of Florida, and that state does not grant a preference to bidders having a principal of business in that state, the preference granted to the lowest responsible and responsive bidder having a principal place of business within the state of Florida shall be five percent (5%).
- 3) **A vendor whose principal place of business is outside of the state of Florida** must accompany any written bid, proposal or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts.
Failure to submit this letter will result in disqualification of the bid.

3.17 Basis of Award

An award shall be made to the responsive and responsible bidder with the lowest Total Price, as specified in Attachment B, Price Sheet for all specifications and considerations in response to this ITB. An award from this Bid does not constitute an official purchase order or contract, agreement or commitment on behalf of the state.

In the event the bidder with the lowest Total Price is found non-responsive, the Department may proceed to the next responsive bidder with the lowest Total Price and continue the award process.

The Department reserves the right to award, or not award, contract(s) based on the availability of funds.

3.18 Bid Rules for Withdrawal

A submitted bid may be withdrawn by submitting a written request for its withdrawal to the Department. The withdrawal request must be signed by an authorized representative of the

bidder and must be received within 72 hours after the bid submission date indicated in the Timeline. Any submitted bid shall remain valid for 90 days from the bid submission date.

3.19 No Prior Involvement and Conflict of Interest

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 bidder who responds to a request for information from being eligible to contract with an agency."

The Department considers participation in a solicitation to be any actions related to the decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or functioning in any other advisory capacity.

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

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

3.20 Scrutinized Companies and Prohibited Business Activities

Pursuant to Section 287.135, Florida Statutes, a company is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

When goods or services to be provided are \$1 million or more, Section 287.135, Florida Statutes, requires the contractor to certify that it is not 1) on the Scrutinized Companies with Activities in Sudan List; 2) on the Scrutinized Companies; with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, or 3) engaging in business operations in Cuba or Syria.

In order for your bid to be considered responsive, **Attachment D, Certification Regarding Scrutinized Companies Form**, must be completed and included in your bid package.

The of Scrutinized Companies is available at:

<https://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/GlobalGovernanceMandates.aspx>. The Department may immediately terminate any contract, as a result of this bid, for cause if the contractor is found to have submitted a false certification.

3.21 Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters for Expenditure of Federal Funds Tie Bids

Any person submitting a response to this bid MUST execute the enclosed form FDACS-01522, **Attachment E, Certification Regarding Lobbying; Debarment, Suspension and Other**

Responsibility Matters for Expenditure of Federal Funds and enclose it with his/her bid or proposal. The Certification for Lobbying is required for expenditures \$100,000 and above. The Certification for Debarment and Suspension and Other Responsibility Matters is required for expenditures \$25,000 and above.

3.22 Identical Tie Bids

When evaluating Bidder responses to solicitations where there is identical pricing or scoring from two or more Bidders, the Department shall determine the order of award in accordance with Sections 287.057 (11), 287.082, 287.087, 287.092 and 295.187(4), Florida Statutes.

1) **CERTIFIED MINORITY BUSINESS ENTERPRISE**

Pursuant to Section 287.057(11), Florida Statutes, if two equal bids are received and one bid is from a certified minority Business Enterprise, the Department must contract with the Certified Minority Business Enterprise. Bidders must provide a copy of this certification in their bid response to receive this preference.

2) **COMMODITIES MANUFACTURED, GROWN OR PRODUCED IN STATE GIVEN PREFERENCE**

Pursuant to Section 287.082, Florida Statutes, whenever two or more competitive sealed bids are received, one or more of which relates to commodities manufactured, grown or produced within this state, and whenever all things stated in such received bids are equal with respect to price, quality and service, the commodities manufactured, grown or produced within this state shall be given preference. Bidders must provide proof in their bid response to receive this preference.

3) **CERTIFICATION OF DRUG-FREE WORKPLACE PROGRAM**

Pursuant to Section 287.087, Florida Statutes, whenever two or more bids, proposals or replies that are equal with respect to price, quality and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. To be considered for the drug-free workplace program preference, bidders may provide **Attachment F, Certification of Drug-Free Workplace Program Form** that it has implemented a drug-free workplace program. Submission of this form is required.

4) **PREFERENCE TO CERTAIN FOREIGN MANUFACTURERS**

Pursuant to 287.092, Florida Statutes, any foreign manufacturing company with a factory in the state and employing over 200 employees working in the state shall have preference over any other foreign company when price, quality and service are the same, regardless of where the product is manufactured. Bidders must provide proof in their bid response to receive this preference.

5) **FLORIDA VETERAN BUSINESS ENTERPRISE OPPORTUNITY ACT PREFERENCE**

Pursuant to Section 295.187(4), Florida Statutes, a state agency, when considering two or more bids, proposals or replies for the procurement of commodities or contractual services, at least one of which is from a certified veteran business enterprise, which are equal with respect to all relevant considerations, including price, quality and service, shall award such procurement or contract to the certified veteran business enterprise.

Proof of certification pursuant to Section 295.187(5), Florida Statutes, shall accompany the bid. Failure to submit proof of certification will result in non-application of the preference.

3.23 Disqualification of Bidders

More than one bid from an individual, firm, partnership, corporation or association, under the same or different names, will not be considered. Reasonable grounds for believing that a bidder is interested in more than one bid for the same work will cause the rejection of all bids in which such bidders are believed to be interested.

If there is reason to believe that collusion exists among the bidders, any or all bids will be rejected. No participants in such collusion will be considered in future bids for the same work. Falsifications of any entry made on the bidder's offer will be deemed a material irregularity and will be grounds for rejection.

3.24 Rejection of Bids

The Department reserves the right to reject any and all bids when such rejection is determined to be in the best interest of the Department. The Department further reserves the right to reject the bid of a vendor who the Department determines is not in a position to perform the contract.

3.25 Protest Procedures

Pursuant to Section 120.57(3), Florida Statutes, a Notice of Protest or Formal Written Protest must be filed with the Department's Agency Clerk. Filings may be made delivered to The Holland Building, 600 South Calhoun Street, Tallahassee, Florida 32399. Filings received after regular Business Hours (8:00 a.m. to 5:00 p.m., ET) will be filed the next business day. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

SECTION 4.0 SPECIAL CONDITIONS

4.1 Additional Quantities

The Department reserves the right to and may purchase additional quantities of the items listed herein. Orders shall be made by Department purchase order and shall be made within six (6) months of award of this bid. The bidder shall hold firm their price during this period. Additional quantities ordered shall be subject to the same terms, conditions and pricing of the initial bid response.

4.2 Permits

The building permits for this project will be the responsibility of the Florida Forest Service and will be issued from Building Code Administration, LLC. At the time of application for a permit, the FFS shall provide two sets of construction documents and specifications. When complete, FFS shall request that a certificate of completion or certificate of occupancy be issued from Building Code Administration, LLC.

4.3 Warranty and Guarantee

The contractor shall furnish to the Department a one (1) year written warranty and guarantee per specifications, which includes all parts and labor. This guarantee shall be in addition to any

manufacturer's warranties. The guarantee shall be provided within ten (10) days from acceptance of the bathhouse by the Department. Goods shall be deemed accepted and meeting specifications unless notice identifying the nature of any non-conformity is provided to awarded vendor in writing within the specified warranty. Awarded vendor, will repair or replace the goods for the customer for the warranty period. It is specifically understood that awarded vendor's obligation hereunder is for repair, or replacement only, F.O.B. awarded vendor's manufacturing plants, and includes shipping, handling, installation or other incidental or consequential costs unless otherwise agreed to in writing by awarded vendor. This warranty shall not apply to:

- a. Any goods which have been repaired or altered without awarded vendor's express written consent, in such a way as in the reasonable judgment of awarded vendor, to adversely affect the stability or reliability thereof;
- b. To any goods which have been subject to misuse, negligence, State of Florida declared disaster; or
- c. To any goods which have not been installed to manufacturer's specifications and guidelines, improperly maintained, or used outside of the specifications for which such goods were designed.

4.4 Codes and Inspections

The Vendor is required to comply with all federal, state and local laws; ordinances; rules; regulations and codes that in any manner affect the work. Ignorance on the part of the Vendor will in no way relieve him from this responsibility. All inspections required to ensure compliance with required codes are the responsibility of the Vendor and must be accepted by the contract manager.

4.5 Safety Requirements

Vendor shall comply with applicable requirements of Occupational Safety and Health Act (OSHA) and any standard there under. The specified safety regulations shall be enforced during the complete performance of the contract. The contractor shall comply with the Department of Labor, Occupational Safety and Health Regulations for construction, promulgated under the Occupational Safety and Health Act of 1970 (P.L. 91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (P.L. 91-54). The Vendor alone shall be responsible for the safety, efficiency and adequacy of his equipment, appliances and methods and for any damage that may result from their failure or their improper construction, maintenance or operation.

4.6 Prohibition of Asbestos

No material containing asbestos shall be used. Certification from the Vendor that no such material was used in the prefabricated bathhouse will be required before acceptance of the unit by the Department.

4.7 Time Delays

If the Vendor is delayed at any time in the progress of the work by changes ordered in the work, by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipated, unavoidable casualties or other causes, Vendor may submit a written request for additional time to complete the work, with supporting documentation. If FDACS determines that the circumstances warrant an extension of time for completion of the contract, the time will be granted for completion by a change order for such reasonable time as FDACS may determine. Oral requests for extensions will not be considered.

4.8 Quality of Materials

Manufactured materials incorporated in the project shall be of first quality and shall meet all specifications. The contractor shall ensure receipt of the manufacturer's certificate of compliance, NOA, and Florida Product Approval, as applicable.

4.9 Weather Conditions

In the event of temporary suspension of work or during inclement weather or whenever the Department's contract manager shall direct, the Vendor will, and will cause his subcontractors to, protect carefully his and their work and materials against damage or injury from weather. If any work or materials shall have been damaged or injured by reason of failure on the part of the Vendor or any of his subcontractors so to protect his work, such materials shall be removed and replaced at the expense of the Vendor.

4.10 Workmanship

All work is to be accomplished by skilled craftsmen complimenting the trade involved. All material used is to be installed in strict accordance with the manufacturer's specifications. Improper installation or poor workmanship will not be accepted.

4.11 Clean Up

Upon completion of the work, the Vendor shall remove all trash and debris from the site and shall leave the premises clean and in a finished condition acceptable to the owner. All equipment removed during the course of the delivery must be disposed of by the Vendor. Departmental dumpsters are not to be used for the disposal of any products in relation to the completion of this project. All debris shall be hauled away and destroyed in an appropriate manner. No hauling fee(s), tipping fee(s), trash fee(s), hazardous waste fee(s) or other related garbage fee(s) shall be charged to the Department.

4.12 Insurance Requirements

The contractor shall not commence any work in connection with the project until he has obtained all of the following types of insurance and such insurance has been approved by the owner, nor shall the contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida through an authorized licensed Florida Agent.

4.13 Contractual Liability- Work Contracts

The contractor's liability policy shall include contractual liability coverage designed to protect the vendor from contractual liabilities assumed by the vendor in the performance of this contract.

4.14 Certificate of Insurance

The contractor shall furnish proof of insurance coverage within ten (10) calendar days after notification of award and prior to starting the contract. The contractor shall furnish a Certificate of Insurance for all insurance required by this contract and shall include the state of Florida, Florida Department of Agriculture and Consumer Services, as additional insured. This form(s) shall be completed and signed by the authorized Licensed Florida Agent and returned to the Florida Department of Agriculture and Consumer Services, Florida Forest Service- Blackwater Forestry

Center, 11650 Munson Highway, Milton, FL 32570. Certificate(s) shall be dated and show: 1. Name of the insured contractor, specific job by name, name of the insurer, number of the policy, its effective date and its termination date. 2. Statement that the insured will mail notice to the owner, at least thirty (30) calendar days, prior to any material changes in provisions or cancellation of the policy.

4.15 Contractors Commercial General Liability Insurance

The contractor shall furnish proof of insurance coverage within ten (10) calendar days after notification of award and prior to starting the contract. The contractor shall furnish a Certificate of Insurance for all insurance required by this contract and shall include the state of Florida, Florida Department of Agriculture and Consumer Services, as additional insured. This form(s) shall be completed and signed by the authorized Licensed Florida Agent and returned to the Florida Department of Agriculture and Consumer Services, Florida Forest Service- Blackwater Forestry Center, 11650 Munson Highway, Milton, FL 32570. Certificate(s) shall be dated and show:

1. Name of the insured contractor, specific job by name, name of the insurer, number of the policy, its effective date and its termination date.
2. Statement that the insured will mail notice to the owner, at least thirty (30) calendar days, prior to any material changes in provisions or cancellation of the policy.

4.16 Contractors Automobile Liability Insurance

The contractor shall take out and maintain during the life of this agreement Automobile Liability insurance for all claims that may arise from all operations performed under this agreement: Minimum Limits of Liability \$300,000 any automobile

4.17 Workers Compensation Insurance

During the contract term, the contractor, at its sole expense, shall provide commercial insurance such a type and with such terms and limits as may be reasonably associated with the contract, which, as a minimum, shall be workers' compensation and employer's liability insurance in accordance with Chapter 440, Florida Statutes, with minimum employers' liability limits of \$100,000 per accident, \$100,000 per person and \$500,000 policy aggregate. Such policy shall cover all employees engaged in any contract work. Employers who have employees who are engaged in Florida must use Florida rates, rules and classifications for those employees. In the construction industry, only corporate officers of a corporation or any group of affiliated corporations may elect to be exempt from workers' compensation coverage requirements. Such exemptions are limited to a maximum of three per corporation and each exemption holder must own at least 10% of the corporation. Independent contractors, sole proprietors and partners in the construction industry cannot elect to be exempt and must maintain workers' compensation insurance.

4.18 Hold, Harmless and Indemnify

The contractor shall hold harmless, and indemnify to the fullest extent permitted by law, the state of Florida, FDACS and/or FDACS employees from and against any and all claims, damages, losses and expenses, including, but not limited to attorneys' fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death or injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the contractor, subcontractor(s), anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in the paragraph.

4.19 Insurance, Loss Deductible Cause

The state of Florida shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the contractor providing such insurance.

4.20 Insurance, Independent/ Sub-Contractors Commercial General Liability

The contractor shall require each of his independent or subcontractors to secure and maintain during the life of the subcontract, insurance of the type specified above or insure the activities of his independents/subcontractors in his policy, as specified above, including a separate Owners, Contractors Protective Liability Policy.

4.21 Damaged Commodities

The commodities shall be to the Department satisfaction and are subject to the Department's approval. The bidder bears all risk of loss or damage to the commodities until the Department has accepted delivery of the commodities. The Department shall be entitled to return, at the Bidder's expense, any commodities which the Department deems to be unsatisfactory.

4.22 Public Crime Statement

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

4.23 Discrimination Statement

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

4.24 Antitrust Statement

A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.

4.25 Employment of Unauthorized Aliens

Pursuant to Executive Order 96-236, effective October 1, 1996, the following standard provision shall apply to any contract awarded as a result of this Invitation to Bid (ITB):

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 the contract. The awarded vendor avers that it is registered in the E-Verify system and further agrees to comply with the provisions of Section 448.095(2), Florida Statutes.

4.26 National Defense Authorization Act

By submission of this bid response, the Bidder hereby represents and warrants that it shall comply with the Federal Acquisition Regulation 52.204-25, prohibition on contracting for certain telecommunications and video surveillance services or equipment pursuant to the National Defense Authorization Act. Failure to comply or if the Bidder knowingly provides funds to any entity prohibited from receiving a contract or award pursuant to the Federal Acquisition Regulation 52.204-25, shall be cause for unilateral cancellation of the Department's purchase order or contract. Subcontractors shall be verified through the General Services Administration (GSA) Federal Excluded Parties List: <https://sam.gov/SAM/>.

4.27 Cooperation with the Inspector General

Pursuant to Section 20.055(5), Florida Statutes, the contractor and any subcontractors understand and will comply with their duty to cooperate with the inspector general in any investigation, audit, inspection, review or hearing.

4.28 Vendor Ombudsman

Vendors providing goods and services to an agency should be aware of the following time frames. Upon receipt, an agency has five (5) working days to inspect and approve the goods and service, unless the bid specifications, purchase order or contract specifies otherwise. An agency has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

If a payment is made within 40 days, a separate interest rate shall apply in accordance with Section 55.03 Florida Statutes (F.S).

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 payments(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

4.29 Payment and Invoicing

Payment will be made upon delivery and/or satisfactory completion, by state government warrant. Invoices must be submitted in sufficient detail, to allow for a proper pre-audit and post-audit thereof, to the contract manager. Partial payments may be made upon satisfactory delivery of items and receipt of invoices. Payment will be made based on the bid price and successfully delivered items. Payment shall be made in accordance with Section 215.422, F.S.

Invoices shall be submitted as outlined in the resulting purchase order or contract.

4.30 Modifications after Purchase Order or Contract Execution

Any changes in the specifications, delivery, quantity or terms of the executed purchase order or contract must be agreed upon by the Department and the awarded Vendor by written change order or contract amendment.

If the awarded Vendor requests an equitable adjustment in the price(s) or delivery date(s), that affects the cost or time of performance, such equitable adjustments require the express written approval of the Department's contract manager or designee and a written purchase order or contract amendment.

4.31 Annual Appropriation

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

ATTACHMENT A



NICOLE "NIKKI" FRIED
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Bureau of General Services

CERTIFICATION OF SITE VISITATION

FOR: BID NUMBER: ITB FFS 21 22 61
TITLE: PREFABRICATED BATHROOM TO BLACKWATER RIVER STATE FOREST
LOCATION: 11650 Munson Highway, Milton, FL 32570
CONTRACT MANAGER: Daniel Hayes (850) 957-5720
SITE VISIT DATE: JANUARY 19-31, 2022

This certifies that _____
(NAME)

representing _____
(COMPANY NAME)

has visited property site on _____
(DATE)


In order for a bid to be considered, this **CERTIFICATION** must be completed.

Florida Department of Agriculture and Consumer Services

Department Representative: _____
(SIGNATURE)

(TITLE)

ATTACHMENT B ACKNOWLEDGEMENT FORM

	<p>FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES INVITATION TO BID</p>
Agency Release Date: Wednesday, January 19, 2022	<p>SUBMIT BID RESPONSE TO:</p> <p>Florida Department of Agriculture and Consumer Services Office of General Services - Purchasing Office 407 South Calhoun Street – Mayo Building, Room SB-8 Tallahassee, Florida 32399-0800</p>
<p>FDACS BID Number: ITB FFS 21 22 61</p>	
Bid Due: Friday, February 18, 2022	<p>Bid Title: REFABRICATED BATHROOM TO BLACKWATER RIVER STATE FOREST</p>
Bid Opening Date and Time: Monday, February 21, 2022 10:00AM	
<p>**Bidder (Vendor) Name:</p>	
<p>**If a fictitious name is used, include registered name (i.e. XYZ, Inc. DBA ABC)</p>	
Bidder Mailing Address:	*Authorized Signature (Manual)
City, State, Zip:	
Phone Number:	*Typed Name and Title of Authorized Agent
Toll Free Number:	<p>*This individual must have the authority to legally bind the Bidder to a contractual obligation. By submission of a signature on the response, the Bidder certifies that they agree to and shall comply with all bid specifications, terms and conditions contained herein.</p>
Fax Number:	
Email Address:	
FEID Number:	
Type of Business Entity (Corporation, LLC, partnership, etc.):	
<p>BIDDER CONTACTS: Provide the name, title, address, telephone number, and email address of the official contact and an alternate, if available. These individuals shall be available to be contacted by telephone or attend meetings as may be appropriate regarding the solicitation schedule.</p>	
PRIMARY CONTACT:	SECONDARY CONTACT:
Contact Name, Title:	Contact Name, Title:
Address:	Address:
Phone Number:	Phone Number:
Fax Number:	Fax Number:
Email Address:	Email Address:

ATTACHMENT C PRICE SHEET

DESCRIPTION	TOTAL PRICE
Complete fabrication, delivery, and installation of two bathroom at Blackwater River State Forest	\$ _____

By affixing signature to this PRICE SHEET, bidder agrees to honor the total listed above and acknowledges any addenda (if applicable) contained in this Invitation to Bid.

BIDDER NAME: _____

SIGNATURE (MANUAL): _____

SIGNATURE (PRINTED): _____

*BIDDER PRINCIPAL PLACE OF BUSINESS: _____

***NOTE:** If outside of the state of Florida, attach a written opinion of an attorney, per Section 287.084, Florida Statutes, and "THE FLORIDA BASED BUSINESS PREFERENCE" section of the bid document. Failure to submit this letter will result in disqualification of the bid.

ATTACHMENT D



Florida Department of Agriculture and Consumer Services
Division of Administration

CERTIFICATION REGARDING SCRUTINIZED COMPANIES

NICOLE "NIKKI" FRIED
COMMISSIONER

Certification Regarding Scrutinized Companies that Boycott Israel List and Engage in a Boycott of Israel

I, _____ (Enter Name of Authorized Representative), as the authorized representative of _____ (Enter Legal Name of Contractor), (the "company") hereby certify that, the company has reviewed Section 287.135, Florida Statutes, and certify the company:

1. Is not listed on the Scrutinized Companies that Boycott Israel list or
2. Does not participate or engage in a boycott of Israel.

The List of Scrutinized Companies that Boycott Israel can be located on the State Board of Administration of Florida's website at <https://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/GlobalGovernanceMandates.aspx>

I understand that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject the Company to civil penalties, attorney's fees and other penalties and consequences as provided by Section 287.135, Florida Statutes.

Signature of Authorized Representative:

Date:

Certification Regarding Scrutinized Companies List And Business Operations in Cuba/Syria

I, _____ (Enter Name of Authorized Representative), as the authorized representative of _____ (Enter Legal Name of Contractor), (the "company") hereby certify that, the company has reviewed Florida Laws Chapter 2018-52 (revising Section 287.135, Florida Statutes) and Section 287.135, Florida Statutes, and certify the company:

1. Is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and
2. Does not have business operations in Cuba or Syria.

The Scrutinized List of Prohibited Companies can be located on the State Board of Administration of Florida's website at <https://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/GlobalGovernanceMandates.aspx>

I understand that Section 287.135, Florida Statutes, prohibits Florida state agencies from contracting for goods or services over \$1,000,000, with companies on either List or that are engaged in business operations in Cuba or Syria, and that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject the Company to civil penalties, attorney's fees, and other penalties and consequences as provided by Section 287.135, Florida Statutes.

Signature of Authorized Representative:

Date:



ATTACHMENT E
Florida Department of Agriculture and Consumer Services
Division of Administration

**CERTIFICATION REGARDING LOBBYING;
DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS**

**NICOLE "NIKKI" FRIED FOR EXPENDITURE OF FEDERAL FUNDS LOBBYING
COMMISSIONER**

As required by 2 CFR 200, for persons entering into a contract, grant or cooperative agreement over \$100,000 involving the expenditure of Federal funds, the undersigned certifies for itself and its principals that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal grant or cooperative agreement;
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

PRINTED NAME/TITLE OF REPRESENTATIVE

CONTRACT / PURCHASE ORDER NUMBER

SIGNATURE OF REPRESENTATIVE / DATE

DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

As required by 2 CFR 200, for persons entering into a contract, grant or cooperative agreement over \$25,000 involving the expenditure of Federal funds, the undersigned certifies for itself and its principals that:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a Government entity (Federal, State, or local) with commission of any offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default; and

Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

PRINTED NAME/TITLE OF REPRESENTATIVE

CONTRACT / PURCHASE ORDER NUMBER

SIGNATURE OF REPRESENTATIVE / DATE

ATTACHMENT F



NICOLE "NIKKI" FRIED
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Bureau of General Services
DRUG-FREE WORKPLACE PROGRAM - BIDDER CERTIFICATION

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality and service, are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

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

VENDOR'S SIGNATURE

**PREFABRICATED BATHROOM TO BLACKWATER RIVER STATE
FOREST**

Bidder Checklist

For your convenience, the following is a checklist of documentation that must be submitted by the response deadline listed in the ITB. Bidders that fail to provide all mandatory documentation specified within this ITB will be found non-responsive.

Attachment and Description	
Attachment A- Certification of Site Visitation (Required)	
Attachment B - Acknowledgement Form (Required)	
Attachment C - Price Sheet (Required)	
Attachment D - Certification Regarding Scrutinized Companies (Required)	
Attachment E - Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters for Expenditure of Federal Funds (Required)	
Attachment F- Certification of Drug-Free Workplace Program Form (Recommended)	
Attorney Opinion for Non-Florida Vendors (Required)	
Copy of the manufacturer/product literature (Required)	