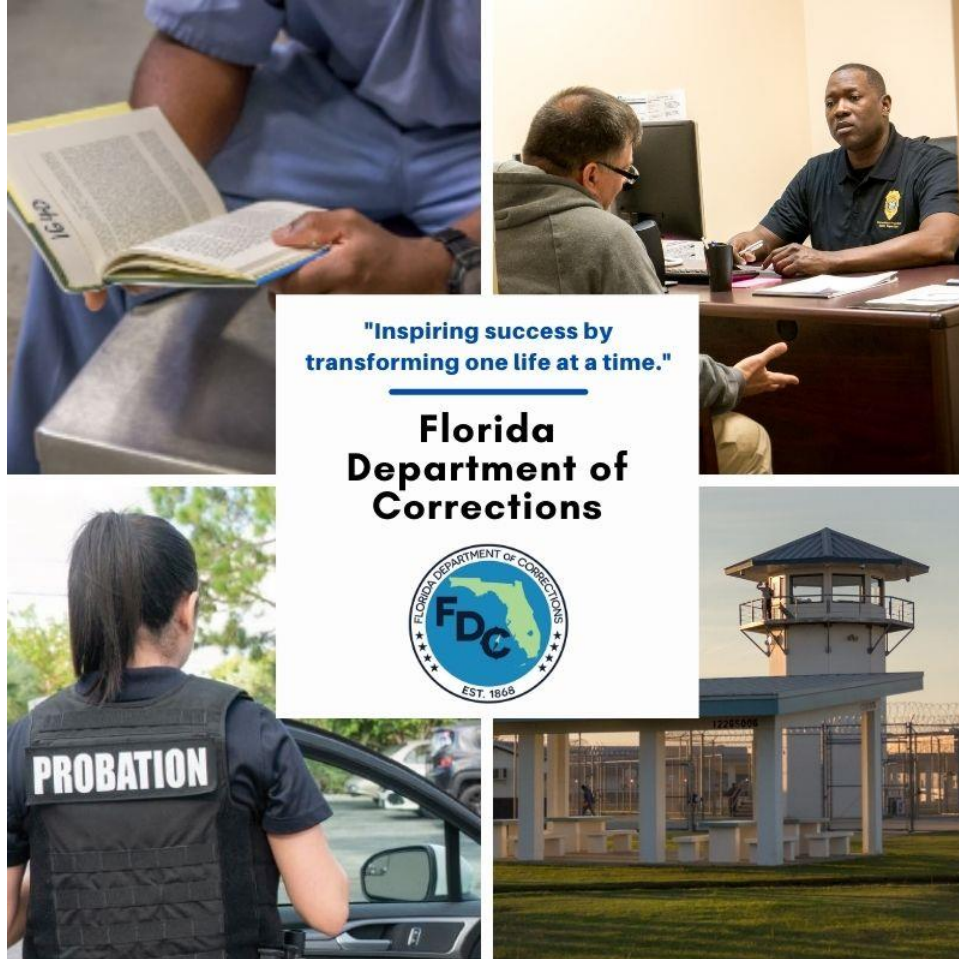


Invitation to Bid (ITB)



Santa Rosa Correctional Institution Roof Repair

FDC ITB-22-020

ITB Released: January 19, 2022

Deadline for Questions*: 5:00 p.m., Eastern Time, on February 1, 2022

Bids Due*: 3:30 p.m., Eastern Time, on March 15, 2022

Peggy Smith

Procurement Officer

Florida Department of Corrections

501 S. Calhoun Street

Tallahassee, FL 32399

*Timeline subject to change. Changes will be communicated through an addendum to this ITB (see Timeline).

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TIMELINE
FDC ITB-22-020

EVENT	DATE/TIME	LOCATION
Release of ITB	January 19, 2022	Vendor Bid System http://www.myflorida.com/apps/vbs
Site Visit (Mandatory)	January 28, 2022 at 9:00 a.m., Central Time	Administrative Office of the Santa Rosa Correctional Institution 5850 East Milton Road Milton, FL 32583
Last day for Written Inquiries to be received by the Department	February 1, 2022 at 5:00 p.m., Eastern Time	Submit to: Florida Department of Corrections Peggy Smith, Procurement Officer Email: purchasing@fdc.myflorida.com
Anticipated Posting of Written Responses to Written Inquiries	March 1, 2022	Vendor Bid System; http://www.myflorida.com/apps/vbs
Last day for Prequalification packets to be received by the Department	March 10, 2022 at 5:00 p.m., Eastern Time	Submit to: Florida Department of Corrections Peggy Smith, Procurement Officer Email: purchasing@fdc.myflorida.com
Sealed Bids Due and Opened	March 15, 2022 at 3:30 p.m., Eastern Time	Submit to: Florida Department of Corrections Peggy Smith, Procurement Officer 501 South Calhoun Street Tallahassee, Florida 32399-2500
Anticipated Posting of Recommended Award	April 12, 2022	Vendor Bid System; http://www.myflorida.com/apps/vbs

SECTION 1.0 INTRODUCTORY MATERIALS

1.1 Statement of Purpose

The purpose of this Invitation to Bid (ITB) is to secure Responsive Bids, from Responsible Bidders, to remove damaged roofing, furnish and install new roofs, and perform roof repairs at Santa Rosa Correctional Institution, 5850 East Milton Road, Milton, FL 32583. The project details may be found in Attachment I, Scope of Work.

1.2 Minimum Qualifications

All Bidders submitting Bids shall have an active Certified Roofing Contractor license or Certified General Contractor license in the State of Florida. If the Contractor submitting bids only has a Certified General Contractor license in the State of Florida, then the Contractor is required to subcontract with a Certified Roofing Contractor for the roof-related repairs, as defined in Section 489.113(3), F.S.

A Certified Roofing Contractor may act as a prime Contractor where the majority of the work to be performed under the Contract is within the scope of his or her license, and may enter subcontracts with other licensed contractors for the remaining project work as allowed in Section 489.113(9)(a), F.S.

1.3 Issuance of Purchase Order

As a result of this ITB, the awarded Responsible Bidder will be issued a Purchase Order (PO) through MyFloridaMarketPlace (MFMP).

1.4 Prequalification with the Department

Each Bidder who bids on contracts with values of Level Four and Level Five, as defined in Rule 60D-5.002, F.A.C., whose field or area is governed by Chapters 399, 455, 489 or 633, F.S., for licensure must be prequalified by the Department to participate in the bid process for a specific field or area of construction based on the Bidder's area of license or certification.

In order to be eligible to submit a Bid for work on a project, during the current two (2) year period (beginning on September 1 of each even-numbered year and continuing for a period of 24 months), a Bidder under the jurisdiction of Chapters 399, 455, 489 or 633, F.S., must provide to the Department evidence of the following qualifications biennially after September 1, of each even-numbered year, or during the bidding of a specific project.

To prequalify, Bidders must submit the following documentation to the Procurement Officer listed in Section 4.2:

- a. Current State Contractor's license certification or registration as required under Florida Statutes.
- b. Current Corporate Charter registration, if the potential Bidder is a domestic (Florida) corporation, or authority to transact business if the potential Bidder is a foreign (non-Florida) corporation, as may be required by Florida law.

Bidders must submit the above documentation by the date identified in the Timeline. Bidders must receive a prequalification confirmation letter from the Department prior to the Bid opening date and include the prequalification confirmation letter with their Bid.

1.5 Bid Guarantee

On projects where the base Bid and sum of all additive alternates exceeds \$100,000.00, Bids shall be accompanied by a bid guarantee of not less than five percent (5%) of the amount of the Bid, which may be a certified check, a cashier's check, treasurer's check, bank draft or Bid Bond made payable to the Department. If a Bid Bond is submitted, it must be from a surety insurer authorized to do business in the State of Florida as a surety, and the Power of Attorney must be attached to the Bid Bond. Such check or Bid Bond shall be submitted with the understanding that it shall guarantee that the Bidder will not withdraw their Bid for a period of 60 calendar days after the scheduled closing time for the receipt of Bids; that if their Bid is accepted, they will enter into a written Contract (or PO) with the Department in accordance with the form of agreement included as part of the PO, and that the required Performance, Labor and Material Payment Bonds will be given, and that in the event of the withdrawal of said bond within said period, or failure to enter into said PO and give said bonds within two (2) calendar days after the Recommended Award Posting, the Bidder shall be liable to the Department for the full amount of the bid guarantee as representing the damage to the Department on account of the default of the Bidder in any particular hereof. The Bid Bond or check shall be returned to all except the apparent lowest two (2) qualified Bidders after the formal opening of sealed Bids. If the required PO has not been executed within 60 calendar days after the date of the opening of the Bids, then the Bid Bond or check of any Bidder will be returned upon their request, provided (s)he has not been notified of the acceptance of their Bid prior to the date of such request. Once the PO is issued to the awarded Bidder, the Bid Bonds for the lowest two (2) qualified Bidders shall be returned. The form of bond shall be as prescribed in Attachment II, Bid Bond Form, of this solicitation.

1.6 Performance, Labor and Materials Payment Bonds

If the awarded Bidder's Contract price exceeds \$100,000.00, then the Bidder shall furnish the Department with a 100% Performance Bond and a 100% Labor and Materials Payment Bond, written by a surety company acceptable to the Department, and authorized to do business in the State of Florida.

The cost of the Performance Bond and the Labor and Materials Payment Bonds shall be borne by the Bidder. The Bonds shall be accompanied by a duly authenticated or certified document, in duplicate, evidencing that the person executing the Bonds on behalf of the surety had the authority to do so on that date of the Bond. In the usual case, the conferring of that authority has occurred prior to the date of the Bond, and the document showing the date of appointment and enumeration of powers of the person executing the Bond is accompanied by a certification that the appointment and powers have not been revoked and remain in effect. The date of that certification shall be dated the same date as the Bonds, and the Bonds shall be dated within two (2) calendar days of the Department advertising the Intent to Award on the Vendor Bid System.

1.7 Site Visit

A mandatory pre-Bid conference and site visit will be held on the date at the time specified in the attached Timeline. A maximum of two (2) individuals per Bidder will be permitted to attend.

The Department has set a specific date for the site visit. The Department will not allow visits for individual Bidders at any other time. A completed and approved background check is mandatory to attend the site visit. For a background check, interested Bidders must send an email to Britta Cheek at Britta.Cheek@fdc.myflorida.com at least two (2) business days prior to the site visit and furnish the following information for all attendees: the attendee's full name, race, gender, social security number, date of birth and driver's license number and state of issuance.

Bidders must submit to the Department's current screening measures. Bidders must self-report if they have relevant symptoms and travel history/exposure, including:

- Fever
- Acute respiratory illness (cough and/or shortness of breath)
- Travel history to an impacted area OR have had contact with a person who has the above travel history and is ill.

Bidders must practice good health habits that include handwashing, sneeze/cough into their elbow, put used tissues in a waste receptacle, and to wash hands immediately after using tissues. Additionally, Bidders must submit to the Department's active screening measures, which includes a brief interview to determine present health symptoms and travel history. All Bidders must also submit to a temperature check and wear cloth face coverings (CFCs) when present in secured areas within the compound.

The Department reserves the right to modify these guidelines, as necessary.

All Department security procedures shall apply.

Persons present as attendees must be the same individuals for whom background information was provided and must be approved by the Department prior to the site visit. Bidders who did not seek prior approval, and complete the background check, may be denied access. Attendees must present photo identification at the site.

1.8 Conflicts and Order(s) of Precedence

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

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

1.9 Definitions

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

- a. **Bid**: A Bidder's response to this ITB, which the Bidder shall submit on approved forms.
- b. **Contract**: The Purchase Order (PO) executed as a result of this ITB.
- c. **Day**: A calendar day, unless otherwise noted.
- d. **Department (FDC)**: The Florida Department of Corrections.
- e. **Mandatory Responsiveness Requirements**: Terms, conditions, and requirements that must be met by the Bidder to be considered responsive to this solicitation.
- f. **Material Deviation(s)**: A deviation which, in the Department's sole discretion, is not in substantial accord with the ITB's requirements, provides a substantial competitive advantage to one (1) Bidder over other Bidders, has a potentially significant effect on the quantity or quality of items Bid, or on the cost to the Department.
- g. **Minor Irregularity**: A variation from the ITB terms and conditions which does not give the Bidder a substantial competitive advantage or benefit not enjoyed by other Bidders, and not adversely impact the interests of the Department.
- h. **PCard**: The State of Florida's purchasing card program which utilizes the Visa platform.
- i. **Responsible Bidder**: A Bidder who can fully perform all aspects of the Contract requirements, and the integrity and reliability to ensure good faith performance.
- j. **Responsive Bid**: A Bid submitted by a Responsible Bidder that conforms to all material aspects of this ITB.
- k. **Specifications**: The detailed conditions and requirements of the ITB and Contract, including technical specifications, and other descriptions of the work, as outlined in the ITB documents.
- l. **Subcontract**: An agreement between the Bidder and any other person, or organization, wherein that person or organization agrees to perform any contractual duties for the Bidder, specifically related to securing, or fulfilling, the Bidder's obligations to the Department, under the terms of any Contract. The successful Bidder is not relieved of its duties under the Contract when it enters a Subcontract.
- m. **Vendor or Bidder**: A legally qualified corporation, partnership, or other business entity that submits a Bid to the Department in response to this ITB.

SECTION 2.0 SCOPE OF WORK

2.1 Specifications

The awarded Bidder shall remove, repair, furnish, and install a new roof at Santa Rosa CI, as specified in Attachment I, Scope of Work. This Attachment has the specifications for the items or services to be provided under this ITB, and the Contract. All commodities or services must be bid as specified. These items and/or services will be considered deliverables in the Contract.

2.2 Estimated Quantities

Quantities listed are given only as a guideline for preparing a Bid and awarding a Contract, and should not be construed as representing actual quantities to be purchased. Each Bidder is responsible for measuring the roofs during the pre-Bid conference meeting and providing all materials necessary for a complete, watertight roof.

2.3 Delivery

The awarded Bidder shall ensure the services are completed within 210 calendar days of PO issuance unless a different time is mutually agreed upon by the Department and the awarded Bidder and documented on the relevant PO. Typical work hours are between 7:00 a.m. and 3:30 p.m., local time, Monday through Friday, excluding State holidays, unless otherwise stated in the PO. Specific institutional work hours will be discussed at the pre-Bid conference.

2.4 Warranty

Materials and installation workmanship shall be warranted by the awarded Bidder against defects for a warranty period of at least two (2) years after installation, or the period stated in the Manufacturer's warranty, whichever is greater. Warranty is limited to repair or replacement of materials deemed to have failed under conditions of normal use and excludes failures attributed to misuse, vandalism, acts of God, fire, explosions, earthquakes, floods, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, pandemics, insurrections, strikes, or labor disputes.

Should defects become evident within the warranty period, the Bidder shall either repair the defective parts and materials or replace the Contract item at no additional cost to the Department. The warranty period shall start on the date installation is complete and shall be extended to include times during which the products are out of service for warranty repair. Additionally, please refer to Attachment IX, GAF® Asphalt Shingle Specifications, Section 1.10.

2.5 Financial Consequences

The Department desires to contract with a Bidder who clearly demonstrates its willingness to be held accountable for the achievement of successful Contract performance upon execution of the Contract. The Bidder agrees it will be assessed a reasonable amount of financial consequences, in accordance with Florida Statute, which are not intended to be a penalty, and are solely intended to incentivize performance under the Contract. Accordingly, and unless otherwise stated in this ITB, financial consequences shall be assessed in the amount of \$100 per calendar day for each day

the Bidder fails to complete the services in excess of the days established in Section 2.3, Delivery, subject to the force majeure provisions of the Contract.

Allowing completion of work, after the time allowed, shall not act as a waiver of financial consequences by the Department. Failure to provide required reports shall also result in the assessment of this \$100 per calendar day financial consequence if reports are required by this ITB or the Contract.

Nothing in this section shall be construed to make the Bidder liable for delays that are beyond their reasonable control. The Department's Contract Manager, or designee, shall make the determination as to what the term "reasonable" will mean in the context of any delay. Nothing in this section shall limit the Department's right to pursue other remedies at law or in equity if damages occur.

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SECTION 3.0 NON-TECHNICAL SPECIFICATIONS

3.1 Addition/Deletion of Items or Locations

The Department reserves the right to add or delete commodities/services or service locations after Contract execution when it is in the Department's best interest and within the general scope of this ITB. Pricing for added or modified items or locations shall be comparable to amounts awarded as a result of this ITB.

3.2 Proper Retention of Records and Documentation

To the extent that information is utilized in the performance of the Contract or generated as a result of it, and to the extent that information meets the definition of "public record," as defined in Section 119.011(12), F.S., that information is recognized as a public record. Absent a provision of law, rule, or regulation requiring otherwise, public records shall be made available for inspection and copying by any person upon request as provided in Chapter 119, F.S. By submitting a Bid, the Vendor agrees to the following:

- A) The Vendor shall keep and maintain public records required by the Department to perform the service.
- B) Upon request of the Department, the Vendor shall provide a copy of the records requested or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or otherwise provided by law. Upon request of the Department, the Vendor shall provide all records stored electronically to the Department in a format compatible with the Department's information technology systems.
- C) The Vendor shall ensure that public records exempt or confidential and restricted from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the Contract term, and longer if the Vendor does not transfer the records to the Department at the end of the Contract.
- D) At the end of the Contract, the Vendor shall transfer all public records in its possession to the Department at no cost or shall keep and maintain public records as required by the Department. If the Vendor transfers all public records to the Department upon completion of the Contract, the Vendor shall destroy any duplicate public records that are confidential or otherwise exempt from public records disclosure requirements. If the Vendor keeps and maintains public records at the end of the Contract, the Vendor shall continue to meet all applicable requirements for retaining and disclosing public records.

The Vendor shall retain all documents related to the goods or services provided under this ITB for five (5) years after the Contract ends unless State or federal law requires a longer retention period. Under Section 287.058(1)(c), F.S., the Department may unilaterally cancel the Contract if the Vendor refuses to enable public access to all documents, papers, letters, or other material made or received by the Vendor in conjunction with the Contract unless the records are exempt from Art. I, Section 24(a), Florida Constitution and Sections 119.07(1) and 119.071, F.S.

The Vendor agrees to hold the Department harmless from any claim for damages, including reasonable attorneys' fees and costs, and from any fine or penalty imposed due to failure to comply with the public records law or improper disclosure of confidential information. Further, the Vendor promises to defend the Department against the same at its expense.

3.3 Purchasing Card (PCard) Program

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

3.4 Vendor Ombudsman

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

3.5 Payment and Invoicing

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

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SECTION 4.0 PROCUREMENT RULES AND INFORMATION

4.1 General Instructions to Respondents (PUR 1001)

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

4.2 Bidder Inquiries

Interested Vendors may email questions relating to this ITB to the Procurement Officer listed below. Questions must be received by the deadline in the ITB Timeline. Oral inquiries, or those submitted after the deadline, will not be acknowledged.

Procurement Officer:

Peggy Smith
Bureau of Procurement
Office of Financial Management
Florida Department of Corrections
501 S. Calhoun Street
Tallahassee, FL 32399-2500
Telephone: (850) 717-3700
Email: purchasing@fdc.myflorida.com

The Department will post its answers to written questions to the VBS on or about the date referenced in the Timeline.

Between the release of the solicitation, and the end of the 72-hour period following the advertisement of the Notice of Agency Decision (the 72-hour period excludes Saturdays, Sundays, and State holidays), Vendors responding to this ITB, and 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(25), F.S.

Persons requiring special accommodations to respond to this ITB because of a disability should contact the Bureau of Procurement at (850) 717-3700, at least five (5) days before any Bid opening or public meeting. Persons who are deaf, hard-of-hearing, deaf-blind, or speech-disabled may contact the Bureau of Procurement by using the Florida Relay Service at 1-800-955-8771 (TTY/ASCII).

The Vendor shall not initiate or execute any negotiation, decision, or action arising from any oral discussion with a State employee related to this ITB. Only written communications from the Procurement Officer are considered duly authorized expressions on behalf of the Department. Only written communications from a Vendor will be recognized as duly authorized expressions on behalf of the Vendor. Any discussion by a Vendor with an employee or representative of the Department, involving cost or price, and occurring before the Department advertises its notice of agency decision, may result in the rejection of that Vendor's Bid.

4.3 Cost of Bid Preparation

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

4.4 Instructions for Bid Submittal

Each Bid response shall be prepared simply and economically, providing a straightforward, concise delineation of the Bidder's capabilities to satisfy the requirements of this ITB. Elaborate bindings, colored displays, and promotional material are discouraged. The emphasis in each Bid must be on completeness and clarity of content. To expedite the review of Bids, Bidders must adhere to the following:

- 1) Bids may be sent by U.S. Mail, Courier, Overnight, or hand-delivered to the location indicated in the Timeline. Electronic submission of bids will not be accepted for the ITB.
- 2) All Bids must be submitted in a sealed envelope/package with the relevant ITB number and the date and time of the Bid opening marked clearly on the outside of the envelope/package.
- 3) It is the Bidder's responsibility to ensure its Bid submitted is delivered to the proper place and time, as stipulated in the Timeline. The Department's clocks will stamp Bids when received, and provide the official time for Bid opening.
- 4) Late Bids will not be accepted and will not be opened.
- 5) A Bidder shall submit one (1) original Bid in paper format, and one (1) electronic copy in searchable PDF format on a CD/DVD or flash drive (not password protected). The electronic copy must contain the entire Bid, as submitted, including all supporting and signed documents. If the Bidder chooses to submit a redacted copy of their Bid, as outlined in Section 4.17, the Bidder should submit one (1) redacted hard copy and one (1) redacted electronic copy, in searchable PDF format (in addition to the non-redacted version), on a CD/DVD or flash drive (not password protected).

4.5 Price Page

The Bidder shall complete and submit Attachment IV, Price Page, to bid on this ITB. Bidders should ensure they are using the most current version of the Price Page before submitting their Bids by checking the VBS for any ITB modifications as outlined in Section 4.13. If the Department approved any equivalent items during the question/answer phase of this ITB, then the Department will reflect the approved equivalents as items on Attachment IV, Price Page. By submitting a Bid in response to this ITB, a Bidder warrants its agreement to the prices submitted. Bidders should submit Bids with the most favorable pricing the Bidder can offer the State. Any modifications, qualifications, counteroffers, deviations, or challenges will be rejected and may render a Bid non-responsive. The Department may reject any Bidder's Price Page that includes inconsistencies, inaccuracies, or is incomplete.

Bids must be firm prices and inclusive of all packaging, handling, shipping and delivery charges, environmental and fuel service fees, and any other relevant and related charges. The Department is exempt from paying federal excise taxes and sales tax on direct purchases of commodities or services.

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

4.6 Mandatory Responsiveness Requirements

All Bidders must submit the following mandatory documentation with their Bid. Any Bid rejected for failure to meet Mandatory Responsiveness Requirements will not be reviewed further.

- 1) Price Page – Attachment IV
- 2) Bidder's Contact Information and Certification – Attachment V
- 3) Certification/Attestation Form – Attachment VI
- 4) Prequalification confirmation letter from the Department which notates the Contractor is a Certified Roofing Contractor license or Certified General Contractor in the State of Florida as required in Section 1.4
- 5) Bid Bond Form, if applicable – Attachment II

4.7 Disclosure of Bid Submittal Contents

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

4.8 Bid Opening

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

4.9 Bid Evaluation

Bids that do not meet the requirements specified in this ITB may be considered non-responsive. The Department reserves the right to accept or reject any and all Bids, or separable portions thereof, and to waive any Minor Irregularity, technicality, or omission(s) if the Department determines that doing so will serve its best interest(s). The Department may reject any Bid not submitted in the manner specified in this ITB. Material Deviations cannot be waived and shall be the basis for determining a Bid non-responsive. A Minor Irregularity will not result in a rejection of a Bid.

4.10 Basis of Award

An award shall be made to the Responsible Bidder with the lowest Weighted Grand Total Price, as specified in Attachment IV, Price Page. The Bidder is required to bid all items on Attachment IV, Price Page for their Bid to be considered responsive.

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

4.11 Disposal of Bids

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

4.12 Bid Rules for Withdrawal

A Bid may be withdrawn by submitting a written request for its withdrawal to the Department's Procurement Officer. 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 other Bid shall remain valid for 60 days from the Bid's opening date.

4.13 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, the information will be posted on the Florida Vendor Bid System (<http://www.myflorida.com/apps/vbs>).

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

4.14 No Prior Participation and Conflict of Interest

Per Section 287.057(19)(c), F.S., 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.

Per Section 287.057(19), F.S., the Department shall avoid, neutralize, or mitigate significant potential organizational conflicts of interest before award of a contract and may not proceed with an award if a conflict of interest exists based upon the Bidder's gaining of an unfair competitive advantage.

4.15 State Licensing Requirements

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

4.16 MFMP Registration

All Bidders doing business with the State as defined in Section 287.012, F.S., must register in MFMP unless exempted under Rule 60A-1.033, Florida Administrative Code (F.A.C.). State agencies shall not agree to purchase commodities or contractual services with any Bidder not registered in MFMP unless exempted by rule. A Vendor not currently registered in MFMP shall do so within five (5) days of the ITB award. Vendors may complete their MFMP registrations at: <http://vendor.myfloridamarketplace.com>. Vendors needing assistance regarding their MFMP registration may contact the MFMP Customer Service Desk at 1-866-352-3776 or vendorhelp@myfloridamarketplace.com.

Per Section 287.057(24)(c), F.S. and Rule 60A-1.031, F.A.C., Vendors must pay a small transaction fee on all payments they receive from the State, unless exempt under Rule 60A-1.031, F.A.C. This transaction fee is non-refundable, and the failure of a Vendor to pay as required may result in their exclusion of future business opportunities with the State.

Payments made under the Contract are not subject to the MyFloridaMarketPlace Transaction Fee and are exempt pursuant to Rule 60A-1.031,(3)(c).

4.17 Confidential, Proprietary, or Trade Secret Material

The Department takes its public records responsibilities as provided under Chapter 119, F.S. and Article I, Section 24 of the Florida Constitution, very seriously. If the Bidder considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, F.S., the Florida Constitution or other authority, the Bidder must also simultaneously provide the Department with a separate redacted copy of its response (both printed copy and a searchable PDF document on a CD/DVD or flash drive) 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 titled "Redacted Copy." The redacted copy shall be provided to the Department at the same time the Bidder submits its response to the solicitation and must only exclude or redact those exact portions which are claimed confidential, proprietary, or trade secret. The Bidder shall be responsible for defending its determination that the redacted portions of its response are confidential, trade secret or otherwise not subject to disclosure. Further, the Bidder shall protect, defend, and indemnify the Department for any and all claims arising from or relating to Bidder's determination that the redacted portions of its response are confidential, proprietary, trade secret or otherwise not subject to disclosure. If the Bidder fails to submit a redacted copy with its response, the Department is authorized to produce the entire documents, data, or records submitted by the Bidder in answer to a public records request for these records. In no event shall the Department, or any of its employees, or agents, be liable for disclosing, or otherwise failing to protect, the confidentiality of information submitted in response to this solicitation.

4.18 E-Verify

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

Beginning January 1, 2021, every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor shall not enter into a contract unless each party to the contract registers with and uses the E-Verify system under Section 448.095, F.S.

4.19 Substitute W-9

The Florida Department of Financial Services (DFS) requires all Vendors doing business with the State to submit a Substitute W-9 Form electronically. To submit Forms, find frequently asked questions, and receive other assistance, Vendors can visit <https://flvendor.myfloridacfo.com>. For additional help, Vendors may contact DFS at (850) 413-5519 or FLW9@myfloridacfo.com.

4.20 Contact Information and Scrutinized Companies Certification

The Bidder must certify it is not listed on the Scrutinized Companies that Boycott Israel List, created under Section 215.4725, F.S., and they are not currently engaged in a boycott of Israel. If the Contract exceeds \$1,000,000.00 in total, not including renewal years, the Bidder must certify that they are not listed on either 1) the Scrutinized Companies with Activities in Sudan List, or 2) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created under Sections 215.473, F.S., and 215.4725, F.S., and they are not engaged in business operations in Cuba or Syria, as stated in Section 287.135(2)(b)2, F.S. Pursuant to Sections 287.135(5), F.S., and 287.135(3), F.S., the Bidder agrees the Department may immediately terminate the Contract for cause if the Bidder is found to have submitted a false certification or if the Bidder is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or has engaged in business operations in Cuba or Syria during the term of the Contract.

Any company that submits a Bid must certify that the company is not participating in a boycott of Israel.

4.21 Identical Bids

If the Department receives identical pricing or scoring from multiple Bidders, the Department shall determine the order of award using the following criteria:

- A) If two (2) equal responses are received, and one (1) response is from a certified minority business enterprise, the Department will award a Contract to the certified minority business enterprise in accordance with Section 287.057(12) F.S.
- B) Per Section 295.187(4), F.S., when considering two (2) or more Bids, 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, the Department shall award a Contract to the certified veteran business enterprise. If a veteran business enterprise and one (1) or more businesses are entitled to a preference by law submit Bids, which are equal with respect to all relevant considerations including price, quality, and service, the Department shall award a Contract to the business having the smallest net worth.
- C) Per Section 287.087, F.S., whenever two (2) or more Bids that are equal with respect to price, quality, and service are received by the Department, the Bid from a business that certifies it has implemented a drug-free workplace program shall be given preference in the award process. A Bidder may certify it has

implemented a drug-free workplace program by completing Attachment VII, Certification of Drug-Free Workplace, which is included as Attachment VII.

D) Per Section 287.082, F.S., whenever two (2) or more competitive sealed bids are received, one or more of which relates to commodities manufactured, grown, or produced within the State of Florida, 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.

E) Per Section 287.092, F.S., 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.

4.22 Rejection of Bids

The Department reserves the right to accept or reject any Bids or separable portions thereof and waive any minor irregularity, technicality, or omission if the Department determines that doing so will serve its best interest(s). The Department may reject any Bid not submitted in the manner specified in this ITB and those otherwise considered non-responsive. Material deviations cannot be waived by the Department and shall result in a Bid being deemed non-responsive.

4.23 Cooperation with the Inspector General

As required by Section 20.055(5), F.S., the Bidder shall cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing concerning the Contract.

4.24 Cooperation with the Florida Senate and Florida House of Representatives

In accordance with Section 287.058(7), the Contractor agrees to disclose any requested information relevant to the performance of this Contract to members or staff of the Florida Senate or Florida House of Representatives, as required by the Florida Legislature. The Contractor is strictly prohibited from enforcing any nondisclosure clause conflictive with this requirement.

4.25 Protest Procedures

Under Section 120.57(3), F.S., any person who is adversely affected by the agency decision or intended decision shall file a notice of protest or formal written protest with the Department's Agency Clerk. Filings may be made physically at 501 South Calhoun Street, Tallahassee, Florida 32399-2500, by email to CO-GCAgencyClerk@fdc.myflorida.com, or by fax to (850) 922-4355. Protests must be made in compliance with Rules 28-110.003 and 28-110.004, F.A.C. Filings received after the business hours of Monday – Friday from 8:00 a.m. to 5:00 p.m. ET will be officially filed on 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.

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SECTION 5.0 SPECIAL CONDITIONS

5.1 General Contract Conditions (PUR 1000)

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

5.2 Modifications after Contract Execution

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

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

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

5.3 State Initiatives

5.3.1 Diversity in Contracting

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

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

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

https://www.dms.myflorida.com/agency_administration/office_of_supplier_diversity_osd

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

5.3.2 Environmental Considerations

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

5.3.3 Drug-Free Workplace

The State gives preference to businesses with drug-free workplace programs whenever two (2) or more bids are identically tied per Section 4.21. Bidders with a drug-free workplace program shall complete and provide with their Bid the Attachment VII, Certification of Drug-Free Workplace Program for this preference to be considered.

5.4 Subcontracts

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

If the Bidder utilizes a subcontractor, the Bidder shall pay the subcontractor within seven (7) business days after any payment is received from the Department, per Section 287.0585, F.S. It is understood, and agreed upon, that the Department shall not be held accountable to any subcontractor for any expenses or liabilities incurred under the subcontract, and that the Bidder shall be solely responsible to the subcontractor for all expenses and liabilities under the Contract. If the Bidder fails to pay the subcontractor within seven (7) business days, the Bidder shall pay the penalty to the subcontractor in

the amount of one-half (½) of one percent (1%) of the amount due, per day, from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed, and shall not exceed 15% of the outstanding balance due.

5.5 Copyrights, Right to Data, Patents, and Royalties

To the extent that the Contract requires a Bidder to produce original writing, sound recordings, pictorial reproductions, drawings, other graphic representation, or works of any similar nature, the Department has the right to use, duplicate, and disclose such materials, in whole or in part, in any manner, for any purpose whatsoever, and to allow its agents to do the same. If the materials developed are subject to copyright, trademark, patent, or legal title, then every right, interest, claim, or demand of any kind, in and to any patent, trademark or copyright, or application for the same, will vest in the Florida Department of State for the exclusive use and benefit of the State. Under Section 286.021, F.S., no person, firm, or corporation, including parties to the Contract, shall be entitled to use the copyright, patent, or trademark without the prior written consent of the Florida Department of State.

The Department shall have unlimited rights to use, disclose, or duplicate, for any purpose whatsoever, all information and data developed, derived, documented, or furnished by the Bidder. All computer programs, documents, and other intellectual property produced as part of the Contract shall become the exclusive property of the Florida Department of State, except for data processing software developed by the Department under Section 119.084, F.S. The Bidder and its employees and agents may not remove any such property without the express written consent of the Department.

The Bidder, without exception, shall indemnify and hold harmless the Department, and its employees, from liability of any nature or kind, including costs and expenses, for, or on account of, any copyrighted, patented, or unpatented invention, process, or article, manufactured or supplied by the Bidder. The Bidder has no liability when such claim is solely and exclusively due to the combination, operation, or use of any article equipment or data not supplied by the Bidder or is based solely and exclusively upon the Department's alteration of the article. The Department will provide prompt written notification of a claim regarding copyright or patent infringement and afford the Bidder full opportunity to defend the action and control the defense of such claim. If such a claim is made or is pending, the Bidder may, at its option and expense, procure for the Department the right to continue use, replacement, or modification of the article to render it non-infringing. (If none of the alternatives are reasonably available, the Department agrees to return the article to the Bidder upon its request and receive reimbursement, fees, and costs, if any, as may be determined by a court of competent jurisdiction.) If the Bidder uses any design, device, or material 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.

5.6 Independent Contractor Status

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

5.7 Assignment

The awarded Bidder shall not assign its responsibilities or interests to another party without the prior written approval of the Department. The Department shall, at all times,

be entitled to assign or transfer its rights, duties, and obligations to another governmental agency of the State of Florida upon giving written notice to the Bidder.

5.8 Severability

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

5.9 Use of Funds for Lobbying Prohibited

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

5.10 Employment of Department Personnel

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

5.11 Legal Requirements

The 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 and shall govern any and all claims and disputes which may arise between person(s) submitting a Bid and the State of Florida, by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; lack of knowledge by any Bidder shall not constitute a cognizable defense against the legal effect thereof.

5.12 Insurance

The Vendor agrees to provide adequate, comprehensive insurance coverage and hold such insurance during the existence of the Contract. The Vendor accepts full responsibility for identifying and determining the type(s) and extent of insurance necessary to provide reasonable financial protection for the Vendor and the Department under the Contract. At minimum, such insurance shall include workers' compensation (if the Vendor employs workers) and employer's liability coverage, per Florida statutory limits; commercial general liability coverage; and automobile liability insurance covering all vehicles used in the course of Contract performance. The Vendor may be required to furnish the Department with written verification of such insurance coverage upon request. A self-insurance program established and operating under the laws of the State may be provided as coverage. The Department reserves the right to require additional insurance where appropriate.

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

5.13 Annual Appropriation

The State of Florida's and the Department's performances and obligations to pay for services under the Contract, or PO, are contingent upon an annual appropriation by the

Legislature. The costs of services paid under any other contract or from any other source are not eligible for reimbursement under the Contract.

5.14 Tax Exemption

The Department agrees to pay for commodities and/or services according to the conditions of the Contract. The State of Florida does not pay federal excise taxes or the sales tax on direct purchases of commodities or services, and pricing bid shall not include those taxes.

5.15 Prison Rape Elimination Act (PREA)

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

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**Attachment I
Scope of Work
FDC ITB-22-020**

LOCATION (INSTITUTION)

Santa Rosa Correctional Institution (CI)
5850 East Milton Road
Milton, FL 32583

I. CONTRACTOR RESPONSIBILITIES

The Contractor shall perform the following work as part of the project:

i. Base Bid

1. Remove, repair, furnish, and install new roofs at Santa Rosa CI, verifying the actual roof area requiring repair and identifying the method used to determine the roof area. The complete list of all buildings requiring repairs may be found in Attachment IV, Price Page
2. Remove and dispose of existing roofing material (shingles and underlayment, trim, flashing, penetration boots, etc.) as required for a complete, weathertight shingle or metal roof system installation.
3. Remove existing roof-mounted attic exhaust fans, including any ancillary/electrical connection, and repair roof decking.
4. Repair roof decking as needed to accept new roof system. To include up to 10 4X8X5/8" sheets of plywood per building in the Base Bid. Plywood not used will be deducted from the contracted price by issuance of a change order per Item #44 in Attachment IV, Price Page. Plywood used that exceeds the Base Bid of 10 sheets will be paid to the Contractor by issuance of a change order per Item #44 in Attachment IV, Price Page. The Contractor shall document each sheet of damaged plywood with photographs and submit to FDC.
5. Remove and dispose of, if applicable, in a legally approved manner, all asbestos-containing materials (ACM) as noted in the attached report by Southern Earth Sciences, Inc. (SESI) (see Attachment X, ACM Report).
 - a. Notify the Department's Division of Facilities Management & Building Construction (FMBC) in Central Office upon discovery of any suspected asbestos-containing materials not denoted in the ACM report provided in Attachment X, ACM Report.
 - b. Provide dump tickets for proper disposal of all asbestos-containing materials to FMBC Central Office, if applicable.
6. Fasten all decking (existing and new) to meet current roofing code requirements.
7. Provide all necessary site work, concrete sidewalk repairs, gutters, downspouts, and remediation resulting from reroofing operations.
8. Dispose of all trash and debris resulting from reroofing operations.
9. Schedule all required inspections. NOTE: Any failed inspections, required re-inspections, and associated fees are the sole responsibility of the Contractor, and cannot be charged to the Department.

10. Furnish and install new roofing shingles, underlayments, edge trim, flashings, counter-flashings, penetration boots, sealants, and accessories as needed for a complete weather-tight installation, in accordance with Attachment IX, GAF® Asphalt Shingle Specifications, except as noted in subsections b & c below.
 - a. The roofing shingles shall be GAF® Timberline® HDZ™ or equivalent. The shingle color shall be Weathered Wood, and the trim (metal) color is white.
 - b. The underlayment in the roof field area shall be high-strength woven synthetic roof underlayment, slip-resistant with a minimum exposure time of six (6) months, weight per square minimum 2.8 lbs., tensile strength minimum 96 lbs. per ASTM D-5034, and breaking strength minimum 30 lbs. per ASTM D-5034 Tigerpaw™ Roof Deck Protection, by GAF® or equal.
 - c. The underlayment in valleys and other critical areas shall be a self-adhering, fiberglass reinforced, homogeneous rubberized asphalt underlayment approved for use under metal or asphalt roofing that meets ASTM D 1970. 60 mils (1.5 mm) thick. The maximum exposure to weather shall be six (6) months StormGuard® Leak Barrier, by GAF underlayment, or equal as approved by the Department.
 - d. Provide continuous roof ridge vent, Cobra® Rigid Vent 3™, by GAF or equal.
 - e. Replace goose neck exhaust vents; color shall be black.
11. Purchase Order issuance for Group II included in Attachment IV, Price Page, is contingent upon available funding.
12. Group III included in Attachment IV, Price Page, is to establish unit pricing for items that may be required beyond those identified in the Scope of Work for the Base Bid.

II. DEPARTMENT RESPONSIBILITIES

The Department shall:

- i. Provide all necessary permits and pay permit fees.
- ii. Provide any temporary fencing.

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**Attachment II
Bid Bond Form
FDC ITB-22-020**

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned **[Insert name of Principal]** as Principal and **[Insert name of Surety]** as Sureties, are hereby held and firmly bound unto Florida Department of Corrections, 501 South Calhoun Street, Tallahassee, FL 32399-2500 as Obligee in the penal sum of the dollar amount **[Insert Dollar Amount of the Bond here]** provided for in the FDC ITB-22-020 Santa Rosa CI Roof Repairs to which the Principal has submitted a Bid to the Obligee on **[Insert Date of Receipt of Submission]**.

For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this **[Insert Day]** day of **[Insert Month]**, **[Insert Year]**.

[Insert name of Principal]

By:

[Insert name of Authorized Representative of Principal]
[Insert Title of Authorized Representative of Principal]

[Insert name of Surety]

By:

[Insert name of Authorized Representative of Surety]
[Insert Title of Authorized Representative of Surety]

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above-named Principal has submitted a Bid for **[Insert specific ID# and Title of Solicitation]**.

Now, therefore, if the Bid submitted by the Principal is withdrawn by the Principal within five (5) days of the Obligee's receipt of the Bid then this obligation shall be null and void, otherwise to remain in full force and effect; if the Obligee accepts the Bid of the Principal and the Principal within 60 calendar days after the awarding of the Contract enters into a proper contract in accordance with the Principal's Bid, plans, details, specifications, and bills of material, which said Contract is made a part of this bond the same as though set forth herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of the said contract or in or to the plans or specifications therefor shall in any wise affect the obligations of said surety on its bond.

Attachment III
Nondisclosure Agreement for Restricted Information
FDC ITB-22-020

In connection with FDC ITB-22-020, the Florida Department of Corrections (“FDC”) is disclosing to your business information, procedures, technical information, proprietary/confidential information, and/or ideas identified as “Restricted.”

In consideration of any disclosure and any Restricted information provided by FDC concerning FDC ITB-22-020, you agree as follows:

1. You will hold in confidence and not possess or use (except to evaluate and review in relation to this ITB) or disclose any Restricted information except information you can document (a) is in the public domain through no fault of yours, (b) was properly known to you, without restriction, prior to disclosure by FDC, or (c) was properly disclosed to you by another person without restriction, and you will not reverse engineer or attempt to derive the composition or underlying information, structure or ideas of any Restricted information. The foregoing does not grant you a license in or to any of the Restricted information.
2. If you decide not to proceed with the proposed business relationship or if asked by FDC, you will promptly return all Restricted information and all copies, extracts, and other objects or items in which it may be contained or embodied.
3. You will promptly notify FDC of any unauthorized release of Restricted information.
4. You understand that this statement does not obligate FDC to disclose any information or negotiate or enter into any agreement or relationship.
5. You acknowledge and agree that due to the unique nature of the Restricted information, any breach of this agreement would cause irreparable harm to FDC for which damages is not an adequate remedy and that the FDC shall therefore be entitled to equitable relief in addition to all other remedies available by law.
6. The terms of this Agreement will remain in effect with respect to any particular Restricted information until you can document that it falls into one of the exceptions stated in Paragraph 1 above.
7. This Agreement is governed by the laws of the State of Florida and may be modified or waived only in writing. If any provision is found to be unenforceable, such provision will be limited or deleted to the minimum extent necessary so that the remaining terms remain in full force and effect. The prevailing party in any dispute or legal action regarding the subject matter of this Agreement shall be entitled to recover attorneys’ fees and costs.

Acknowledged and agreed on _____, 20__

By: _____
(Signature)

Name: _____
(Printed)

Title: _____

Company Name: _____

**Attachment IV
Price Page
FDC ITB-22-020**

Bids must be firm prices and shall include all applicable fees. Bidders shall provide a Price for each item below. The Bidder is required to submit pricing for all items for their bid to be considered responsive. By submitting pricing below, the Bidder agrees that in the absence of an equitable price adjustment, as indicated in PUR 1000 (Section 5.1), pricing will remain the same throughout the Contract.

Remove, repair, furnish, and install new roofs, roof repairs at Santa Rosa CI, in accordance with Attachment I, Scope of Work.

Group I - Base Bid		
Item #	Description and Building	Price
1	<u>Visitor Control (11957002)</u> – Shingle Roof Repair 1 Square:	\$ _____
2	<u>Visitor Pavilion (11957003)</u> – Shingle Re-roof 4,032 sq. ft:	\$ _____
3	<u>Chapel (11957004)</u> – Shingle Re-roof 3,908 sq. ft:	\$ _____
4	<u>Center Gate (11957007)</u> – Shingle Re-roof 398 sq. ft:	\$ _____
5	<u>Dorm A (11957008)</u> – Shingle Re-Roof 11,750 sq. ft:	\$ _____
6	<u>Shelter-Wellness (11957012)</u> – Shingle Re-roof 4,149 sq. ft:	\$ _____
7	<u>Pavilion-Wellness (11957013)</u> – Shingle Re-Roof 4,149 sq. ft:	\$ _____
8	<u>Canteen-Barbershop (11957015)</u> – Shingle Re-Roof 1,367 sq. ft:	\$ _____
9	<u>Central Services (11957017)</u> – Shingle Roof Repair 300 sq. ft:	\$ _____
10	<u>South Gate (11957021)</u> – Shingle Re-Roof 375 sq. ft:	\$ _____
11	<u>Compactor Trash (11957022)</u> – Shingle Re-Roof 2,403 sq. ft:	\$ _____
12	<u>Food Service (11957023)</u> – Shingle Re-Roof 9,458 sq. ft:	\$ _____
13	<u>Academic-Library (11957024)</u> – 48 sq. ft Metal Soffit:	\$ _____

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14	<u>Generator-Radio Room (11957100)</u> – Flat Re-Roof 596 sq. ft:	\$ _____
15	<u>Duplex (11957107)</u> – Shingle Re-Roof 5,306 sq. ft:	\$ _____
16	<u>Duplex (11957105)</u> – Shingle Re-Roof 5,306 sq. ft:	\$ _____
17	<u>Kennel (11957108)</u> – Shingle Re-Roof 1,755 sq. ft:	\$ _____
18	<u>Generator (11957109)</u> - Flat Re-Roof 596 sq. ft:	\$ _____
19	<u>Storage Flammable Matl. (11957111)</u> – Shingle Re-Roof 412 sq. ft:	\$ _____
20	<u>Pole Barn (11957112)</u> – Shingle Re-Roof 4,875 sq. ft:	\$ _____
21	<u>Storage Matl. & Equip. (11957114)</u> – Shingle Re-Roof 4,305 sq. ft:	\$ _____
22	<u>Storage, Lawn Mower (11957119)</u> – Shingle Re-Roof 249 sq. ft: Metal Re-Roof 719 sq. ft:	\$ _____
23	<u>Office-Tower Movement (13557034)</u> – 132 sq. ft Shingle Re-roof:	\$ _____
Group I - Santa Rosa CI Base Bid Total Price		\$ _____

Group II – Additional Repairs (contingent upon available funding)		
Item #	Description and Building	Price
24	<u>Administration (11957001)</u> 24 LF Metal Ridge Cap, 180 sq. ft roof Panels:	\$ _____
25	<u>Health/Classification (11957005)</u> 48 sq. ft metal soffit replacement:	\$ _____
26	<u>Laundry (11957006)</u> 68 LF Metal J Trim:	\$ _____
27	<u>Canteen-Barbershop (11957019)</u> Shingle Roof Repair (30 Shingles):	\$ _____
28	<u>Firing Range (11957103)</u> 84 sq. ft roof panel, Replace Screws:	\$ _____
29	<u>Training (11957104)</u> 24 LF metal ridge cap, Reflash MU Air & Exhaust Fan:	\$ _____
30	<u>Residence-Warden (11957106)</u> – Metal Roof Repair 240 sq. ft Roof panels provided by FDC, bid is labor, trim metal, ridge cap and fasteners:	\$ _____

Company Name _____

FEIN _____

31	<u>Storage, Toxic Matl. (11957110) – Shingle Roof Repair (60 Shingles):</u> 12 sq. ft Metal Soffit Replacement:	\$ _____ \$ _____
32	<u>Maintenance (11957113) 174 LF Metal J Trim:</u>	\$ _____
33	<u>Warehouse (11957115) 32 LF Gutter Downspout, Fix 6 Furnace Vent Rain Cap:</u>	\$ _____
34	<u>Tool Room (11957117) 262 LF Fascia, Replace 1 VTR Boot:</u>	\$ _____
35	<u>Staff Fitness (11957118):</u>	\$ _____
36	<u>Pole Barn, Matl Storage (11957120) – Metal Roof Repair 286 sq. ft:</u>	\$ _____
37	<u>Pavilion OSG (11957121) Tighten Ridge Cap Screws:</u>	\$ _____
38	<u>Staff Canteen (11957123) – Metal Roof Repair 140 sq. ft:</u>	\$ _____
39	<u>Shed, EBTF (11957124) – Metal Roof Repair 120 sq. ft:</u>	\$ _____
40	<u>Shelter 2 (12757007) 14 LF Ridge Cap, Replace Loose Screws:</u>	\$ _____
41	<u>Shakedown Building (12757002) Tighten Loose Screws:</u>	\$ _____
42	<u>Front Support (13557002) – Metal Roof Repair 240 sq. ft standing seam roof panels:</u>	\$ _____
43	<u>Visitor Weather (13557100) 36 LF Ridge Cap:</u>	\$ _____
	Group II Additional Repairs Total Price	\$ _____

Description	Project Price	Weight	Weighted Price
Group I - Base Bid Total Price	\$ _____	X2	\$ _____
Group II - Additional Repairs Total Price	\$ _____	X1	\$ _____
Weighted Grand Total Price (Weighted Group I + Weighted Group II)			\$ _____

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Group III - Additional Materials Unit Pricing, (for items required beyond those identified in the Base Bid Scope of Work).		
Item #	Description	Price
44	Replace damaged roof decking (per 4' x 8' sheet):	\$ _____
45	Furnish and install new gutters (match existing, per LF):	\$ _____
46	Furnish and install new downspouts (match existing, per LF):	\$ _____
47	Replace damaged soffit/exterior ceiling (match existing, per sq. ft):	\$ _____
48	Replace damaged fascia (match existing, per LF):	\$ _____
49	Replace damaged truss-tail (match existing, per BF):	\$ _____
50	Replace damaged deadwood/blocking (match existing, per BF):	\$ _____
51	Replace damaged concrete sidewalk (4" thick, per sq. ft):	\$ _____
52	Replace damaged sod (match existing, per sq. ft):	\$ _____

THE FOLLOWING INFORMATION MUST BE PROVIDED BY THE BIDDER:

Company Name _____
FEIN

Authorized Signature _____
Date

Printed Name and Title of Signer

Florida License Number: _____

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**Attachment V
Bidder's Contact Information and Certification
FDC ITB-22-020**

- I. The Bidder shall identify the contact information for Solicitation and Contractual purposes per the requested fields of the table below.

	Bidder Contact Person For Solicitation Purposes	Bidder Contact Person for Contractual Purposes (should the Bidder be awarded)
Name:		
Title:		
Address: (Line 1)		
Address: (Line 2)		
City, State, Zipcode		
Telephone: (Office)		
Telephone: (Mobile)		
Fax:		
Email:		

- II. Per Section 4.20, any company that submits a Bid for a Contract, or intends to enter into or renew a Contract with an agency or local governmental entity for commodities or services, of any amount, must certify that the company is not participating in a boycott of Israel. By signing below, the Bidder manifests this certification:

Authorized Bidder Signature

Date

**Attachment VI
Certification/Attestation Form
FDC ITB-22-020**

1. **Business/Corporate Experience:** This is to certify that the Bidder has successfully completed no less than two (2) projects of similar size and complexity within the last three (3) years, and the Bidder's supervisory employees have been employed in a supervisory capacity of a substantially equivalent level on a similar project for at least two (2) years within the last five (5) years. The Contractor shall include a resume of experience for each of those proposed supervisory employees. The firm determined by the Agency to have submitted the low, responsive Bid must complete and submit the above-required qualification data where applicable within seven (7) days after being notified as the low responsive Bidder. The Agency will evaluate all data submitted within seven (7) days of receipt and determine whether the firm is a qualified bidder. Should the Bidder be judged unqualified, its bid will be rejected, and the Bidder submitting the next low responsive Bid will be given seven (7) days to submit its qualification data.
2. **Authority to Legally Bind the Vendor:** This is to certify that the person signing the Attachment IV, Price Page, and this Certification/Attestation Form is authorized to make this affidavit on behalf of the firm, and its owner, directors, and officers. This person is the person in the firm responsible for the prices and total amount of this submittal and the preparation of the response.
3. **Statement of No Involvement:** This is to certify that the person signing the Bid has not participated and will not participate in any action contrary to the terms of this solicitation.
4. **Statement of No Inducement:** This is to certify that no attempt has been made or will be made by the Vendor to induce any other person or firm to submit or not to submit a Bid with regard to this solicitation. Furthermore, this is to certify that the Bid contained herein is submitted in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other non-competitive submission.
5. **Statement of Non-Disclosure:** This is to certify that neither the price(s) contained in this response, nor the approximate amount of this Bid have been disclosed, directly or indirectly, to any other Vendor or to any competitor.
6. **Statement of Non-Collusion:** This is to certify that the prices and amounts in this submittal have been arrived at independently, without consultation, communications, or agreement as to any matter relating to such prices with any other Vendor or with any competitor and not for the purpose of restricting competition.
7. **Non-Discrimination Statement:** This is to certify that the Vendor does not discriminate in their employment practices with regard to race, creed, color, national origin, age, gender, marital status, or disability.
8. **Unauthorized Alien Statement:** This is to certify that the Vendor does not knowingly employ unauthorized alien workers.
9. **Statement of No Investigation/Conviction:** This is to certify that Vendor, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last three (3) years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract. By signing below, the Vendor manifests this certification.
10. **Familiarity with Local Conditions:** This is to certify that the awarded Bidder will establish or has an office, or an ongoing project, which office or project is located within 300 road miles of the project site.
11. **Financial Statement:** This is to certify the Vendor will provide a copy of their current financial statement if requested by the Department.
12. **Workforce:** This is to certify the Vendor will perform no less than 15% of the construction work utilizing its own employees.

Dated this _____ day of _____ 20__.

Name of Organization: _____

Signed by: _____

Title: _____

Being duly sworn deposes and says that the information herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this _____ day of _____ 20__.

Notary Public: _____

My Commission Expires: _____

Attachment VII
Certification of Drug-Free Workplace Program
FDC ITB-22-020

Section 287.087, Florida Statutes provides that, where identical tie Bids are received, preference shall be given to a Bid received from a Vendor that certifies it has implemented a drug-free workforce program. 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 services that are being 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 being bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of applicable laws, rules, and regulations.

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

Vendor Name:

Vendor's Signature:

Attachment VIII
Security Requirements
FDC ITB-22-020

- 1) Per Section 944.47, Florida Statutes (F.S.) it is unlawful to introduce into or upon the grounds of any state correctional institution or to take or attempt to take or send or attempt to send any of the following items, which are considered contraband unless authorized by the Institution's Officer-In-Charge (OIC).
 - a) Any written or recorded communication to any inmate of any state correctional institution;
 - b) Any currency or coin that is given or transmitted, or intended to be given or transmitted to an inmate of any state correctional institution;
 - c) Any article of food or clothing given or transmitted, or intended to be given or transmitted, to any inmate of any state correctional institution;
 - d) Any intoxicating beverage or beverage which causes, or may cause, an intoxicating effect;
 - e) Any controlled substance, prescription, or a non-prescription drug, having a hypnotic, stimulating, or depressing effect; and
 - f) Any firearm or weapon of any kind or any explosive substance, including any weapons left in vehicles on the grounds of a state correctional institution

A person, who violated any provision of Section 944.47, F.S., as it pertains to an article of contraband, is guilty of a felony.

- 2) Do not leave keys in the ignition of motor vehicles. All vehicles must be locked, and windows rolled up when parked on state property. Wheel locking devices may also be required.
- 3) All keys must be kept in pockets at all times.
- 4) Confirm with the Institutional Warden where construction vehicles should be parked.
- 5) Obtain formal identification (driver's license or non-driver's license identification obtained from the Florida Department of Highway Safety and Motor Vehicles or equivalent agency in another state) that must be presented each time Contractor staff enter or depart the Institution and as requested by Department staff.
- 6) Absolutely no transactions between Contract personnel and inmates are permitted. Transactions include, but are not limited to, giving or receiving cigarettes, stamps, or letters.
- 7) No communication with inmates, verbal or otherwise, is permitted without the authorization of the Institution's OIC.
- 8) Strict tool control will be enforced at all times. Tools within the Correctional Institution are classified as AA, A, or B. Class AA tools are defined as any tool that can be utilized to cut chain link fence fiber or razor wire rapidly and effectively. Class A tools are defined as those tools which, in their present form, are most likely to be used in an escape or to do

bodily harm to staff or inmates. Class B tools are defined as tools of a less hazardous nature. Every tool is to be geographically controlled and accounted for at all times. At the end of the workday, toolboxes will be removed from the compound or to a secure area as directed by the Department's security staff. The Contractor must maintain two (2) copies of the correct inventory with each toolbox, one (1) copy will be used and retained by the Department's security staff, who will search and ensure a proper inventory of tools each time the toolbox is brought into the Institution, the other copy will remain with the toolbox at all times. Tools should be kept to a minimum (only those tools necessary to complete the job). All lost tools must be reported to the Institution's Chief of Security (Colonel or Major) immediately. No inmate will be allowed to leave the area until the lost tool is recovered.

- 9) Approval must be obtained from the Institution's Chief of Security before bringing any powder-activated tools into the Institution. Strict accountability of all powder loads and spent cartridges must be maintained at all times.
- 10) All persons and deliveries to be on Department property will enter and exit by only one (1) designated route, to be determined by the Department, and subject to security checks at any time. As the security check of vehicles is an intensive and time-consuming (10-15 minutes) process, the Contractor should minimize the number of deliveries.
- 11) Establish materials storage and working areas with the Institution's Warden and/or Chief of Security.
- 12) Control end-of-day construction materials and debris. Inmates can use construction materials and debris as weapons or as a means of escape. Construction material will be stored in locations agreed to by Department security staff and debris will be removed or moved to a designated location. The contractor should arrange for the Department's security staff to inspect the project area before construction personnel leave. This will aid the Contractor in ensuring that necessary security measures are taken.
- 13) Coordinate with the Institution's Warden and Chief of Security regarding any shutdown of existing systems (gas, water, electricity, electronics, sewage, etc.). Institutional approval is required before shutting down any existing utility system. The Contractor should arrange for alternative service if required, and expeditious re-establishment of the shutdown system.
- 14) All Contractor staff and equipment will maintain a minimum distance of 100 feet from all perimeter fencing unless expressly authorized by the Institution's Warden.
- 15) For security purposes, a background check will be made upon all Contractor staff that provides services on the project.

The Department, represented by the Institution's Warden, reserves the right to reject any person whom it determines may be a threat to the security of the institution.

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**Attachment IX
GAF® Asphalt Shingle Specifications
FDC ITB-22-020**

SECTION 07310

ASPHALT SHINGLE ROOFING

GAF® DESIGN LINE



Florida Dept. of Corrections

501 S Calhoun St

Tallahassee, FL

These specifications have been prepared as basic shingle roofing installation requirements, with GAF **Timberline® HDZ™** shingle, underlayment specifications and details as the basis of design. An approved equal may be accepted if submitted in writing prior to the Deadline for Questions list in the TIMELINE.

Note: GAF® does not practice architecture or engineering. This Design Line is provided as a guide specification and is based on criteria provided to GAF®. GAF® has not observed the jobsite conditions, contract specifications, or other documents and shall not be construed in any manner to be the designer of record.

GENERAL

1.01 SECTION INCLUDES

- Asphalt roofing shingles.
- Leak barrier and roof deck protection.
- Metal flashing associated with shingle roofing.
- Attic ventilation.

1.02 REFERENCESAmerican Society for Testing and Materials (ASTM) - Annual Book of ASTM Standards

2. ASTM A 653/A 653M - Standard Specification for Steel Sheet, Zinc Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.

3. ASTM B 209 - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate.
4. ASTM B 370 - Standard Specification for Copper Sheet and Strip for Building Construction.
5. ASTM D 3018 - Standard Specification for Class A Asphalt Shingles Surfaced with Mineral Granules.
6. ASTM D 3161 - Standard Test Method for Wind-Resistance of Asphalt Shingles (Fan-Induced Method).
7. ASTM D 3462 – Standard Specification for Asphalt Shingles Made From Glass Felt and Surfaced with Mineral Granules.
8. ASTM D 4586 - Standard Specification for Asphalt Roof Cement, Asbestos-Free.
9. ASTM D 7158 - Standard Test Method for Wind-Resistance of Sealed Asphalt Shingles (Uplift Force/Uplift Resistance Method).

ASTM E 903 – Standard Test Method for Solar Absorptance, Reflectance, and Transmission of Materials Using Integrating Spheres.
ASTM E 903 – Standard Test Method for Solar Absorptance, Reflectance, and Transmission of Materials Using Integrating Spheres. Underwriters Laboratories (UL) - Roofing Systems and Materials Guide (TFWZ.R21)

1. UL 790 - Tests for Fire Resistance of Roof Covering Materials.
 2. UL 997 - Wind Resistance of Prepared Roof Covering Materials.
 3. UL 2218 – Impact Resistance of Prepared Roof Coverings Materials.
- Asphalt Roofing Manufacturers Association (ARMA)
 - Sheet Metal and Air Conditioning Contractors National Association, 1nc. (SMACNA) - Architectural Sheet Metal Manual.
 - National Roofing Contractors Association (NRCA)
 - American Society of Civil Engineers (ASCE).
 1. ASCE 7 - Minimum Design Loads for Buildings and Other Structures.
 - U.S. Green Building Council (USGBC)

1.03 DEFINITIONS

- Roofing Terminology: Refer to ASTM D1079 and the glossary of the National Roofing Contractors Association (NRCA) Roofing and Waterproofing Manual for definitions of roofing terms related to this section.

1.04 SUBMITTALS

- Submit copies of GAF product data sheets, detail drawings and samples for each type of roofing product.

1.05 QUALITY ASSURANCE

- Manufacturer Qualifications: Provide all primary roofing products, including shingles, underlayment, leak barrier, and ventilation, by a single manufacturer.
- Installer Qualifications: Installer must be approved for installation of all roofing products to be installed under this section.

1.06 REGULATORY REQUIREMENTS

- Provide a roofing system achieving an Underwriters Laboratories (UL) Class A fire classification.
- Install all roofing products in accordance with all federal, state and local building codes.
- All work shall be performed in a manner consistent with current OSHA guidelines.

1.07 PREINSTALLATION MEETING

- General: For all projects in excess of 250 squares of roofing, a pre-installation meeting is strongly recommended.
- Timing: The meeting shall take place at the start of the roofing installation, no more than 2 weeks into the roofing project.
- Attendees: Meeting to be called for by manufacturer's certified contractor. Meeting's mandatory attendees shall include the certified contractor and the manufacturer's representative. Non-mandatory attendees shall include the owner's representative, architect or engineer's representative, and the general contractor's representative.
- Topics: Certified contractor and manufacturer's representative shall review all pertinent requirements for the project, including but not limited to: project scope, scheduling, weather considerations, project duration, and requirements for the specified warranty.

1.08 DELIVERY, STORAGE, AND HANDLING

- Store all products in manufacturer's unopened, labeled packaging until they are ready for installation.
- Store products in a covered, ventilated area, at temperature not more than 110 degrees F (43 degrees C); do not store near steam pipes, radiators, or in direct sunlight.
- Store bundles on a flat surface. Maximum stacking height shall not exceed GAF's recommendations. Store all rolls on end.
- Store and dispose of solvent-based materials in accordance with all federal, state and local regulations.

1.09 WEATHER CONDITIONS

- Proceed with work only when existing and forecasted weather conditions will permit work to be performed in accordance with GAF's recommendations

1.10 **WARRANTY** Provide to the owner a **GAF® Roofing System Limited Warranty**. Requires the installation of GAF Shingles which carry a Lifetime limited warranty and at least three (3) qualifying GAF Accessory Products. Four (4) accessories are required for the WindProven™ Limited Warranty coverage with Layer Lock-labeled shingles. Visit www.gaf.com for a complete list of qualifying GAF Shingles and Accessory Products.

1. Manufacturing Defects:

a Commercial or Multi-Residential Building:

1. 40 years with a 5-year Smart Choice® Protection Period (non-prorated)

2. Wind Warranty Coverage:

a Layer Lock-labeled Shingles:

1. Wind Proven™ Limited Wind Warranty – 15-year limited warranty with no maximum wind speed. Requires installation of **4** nails per shingle and at least four (4) qualifying accessories. Qualifying accessories include GAF

Ridge Cap Shingles, GAF Starter Strip Shingles, GAF Roof Deck Protection, plus your choice of either a GAF Leak Barrier Product or GAF Attic Ventilation Product.

2. All other installations: 15-year limited warranty for 130 mph with the special installation of 4 nails per shingle and GAF Starter Strip Products installed at the eaves AND rakes. Otherwise, wind warranty is 110 mph without special installation described above.
3. Algae Warranty Coverage:
 - a StainGuard Plus™ labeled Shingles:
 1. 25 year limited warranty with 10-year Smart Choice® Protection Period (non-prorated).
 - b StainGuard® labeled Shingles:
 1. 10 year limited warranty with 1-year Smart Choice® Protection Period (non-prorated).***Requirements for Smart Choice Warranty***

PRODUCTS

1.11 MANUFACTURERS

- Acceptable Manufacturer: GAF, 1 Campus Drive, Parsippany NJ 07054. Tel: 1-973-628-3000.
- Requests for substitutions will be considered in accordance with provisions of Section 01600.

1.12 SHINGLES

- Self sealing, granule surfaced, asphalt shingle with a strong fiberglass reinforced Micro Weave® core and StainGuard® protection, which prevents pronounced discoloration from blue-green algae through formulation/unique blends of granules. Architectural laminate styling provides a wood shake appearance with a 5 5/8 inch exposure. New StrikeZone™ Nailing Area with proprietary LayerLock™ Technology provides up to 30% faster nailing and up to 600% larger nailing target. Features GAF®'s patented High Definition® color blends and enhanced shadow effect. UL 790 Class A rated with UL 997 Wind Resistance Label; ASTM D 7158; ASTM D 3161, Class F; ASTM D 3018, Type 1; ASTM D 3462; AC438; CSA A123.5; Dade County Approved, Florida Building Code Approved, Texas Dept of Insurance Approved, ICC Report Approval ESR-1475 and ESR-3267. **Timberline® HDZ™** Lifetime High Definition Shingles, by GAF®.

1.13 HIP AND RIDGE SHINGLES

- High profile self sealing hip and ridge cap shingle matching the color of selected roof shingle. Each bundle covers approx. 20 lineal feet (6.10m). **Timbertex®** Premium Ridge Cap Shingles, by GAF.

1.14 STARTER STRIP

- Self sealing starter shingle designed for all roof shingles. Each bundle covers approx. 120 lineal feet (36.58m). **ProStart™ Starter Strip** by GAF.

1.15 LEAK BARRIER

- Self-adhering, self sealing, bituminous leak barrier surfaced with a smooth polyethylene film. Approved by UL, Dade County, ICC, State of Florida and Texas Department of

Insurance. Each Roll contains approx. 200 sq ft. (18.6 sq.m.), 36" X 66.7' (0.9m x 20.3m), and 60 mils thick. **StormGuard® Leak Barrier**, by GAF.

1.16 SHINGLE UNDERLAYMENT

- Superior quality, water repellent, non-asphaltic underlayment. UV stabilized polypropylene construction. Meets or exceeds ASTM D226 and D4869. Each roll contains approximately 10 squares (1003 sq. ft.) of material and is 54" x 223'. **TigerPaw™** Roof Deck Protection, by GAF.

1.17 ROOFING CEMENT

- Asphalt Plastic Roofing Cement meeting the requirements of ASTM D 4586, Type I or II.
- Roof Cement: ASTM D 4586, **Matrix™ 203 Plastic Roof Cement**.
- Roof Cement: ASTM D 4586. **Matrix™ 204 Wet/Dry Roof Cement**.

1.18 ROOF ACCESSORIES

- Exterior acrylic rust resistant aerosol roof accessory paint. Each 6 oz can is available in boxes of 6 and in a wide variety of colors to compliment the roof. **Shingle-Match™** Roof Accessory Paint by GAF.
- UV stable solid molded PVC compression collar, Kynar PVDF coated 24 gauge galvanized flange, **Ultimate Pipe Flashing** by Lifetime Tool.

1.19 ATTIC VENTILATION

- Ridge Vents
 1. Rigid plastic ridge ventilator designed to allow the passage of hot air out of attics. For use in conjunction with eave/ soffit intake ventilation products. Provides 18.0 sq inches (11613 sq.mm/m) in NFVA per lineal foot. Each package contains 40 lineal feet (12.19m) of vent. **Cobra® Rigid Vent 3™** ridge vent (includes 3" (76mm) galvanized ring shank nails), by GAF

1.20 NAILS

- Standard round wire, zinc-coated steel or aluminum; 10 to 12 gauge, smooth, barbed or deformed shank, with heads 3/8 inch (9mm) to 7/16 inch (11mm) in diameter. Length must be sufficient to penetrate into solid wood at least 3/4 inch (19mm) or through plywood or oriented strand board by at least 1/8 inch (3.18mm).

1.21 METAL FLASHING .24 gauge hot-dip galvanized steel sheet, complying with ASTM A 653/A 653M, G90/Z275.

EXECUTION

1.22 EXAMINATION

- Do not begin installation until the roof deck has been properly prepared.
- If roof deck preparation is the responsibility of another installer, notify the architect or building owner of unsatisfactory preparation before proceeding.

1.23 PREPARATION Remove all existing roofing down to the roof deck.

- Verify that the deck is dry, sound, clean and smooth. It shall be free of any depressions, waves, and projections. Cover with sheet metal, all holes over 1 inch (25mm) in diameter, cracks over 1/2 inch (12mm) in width, loose knots and excessively resinous areas.
- Replace damaged deck with new materials.

- Clean deck surfaces thoroughly prior to installation of eaves protection membrane and underlayment.

1.24 INSTALLATION OF UNDERLAYMENTS General:

1. Install using methods recommended by GAF, in accordance with local building codes. When local codes and application instructions are in conflict, the more stringent requirements shall take precedence.
- Eaves:
 1. Install eaves edge metal flashing tight with fascia boards; lap joints 2 inches (51mm) and seal with plastic cement or high quality urethane sealant; nail at the top of the flange.
 2. In the north, and on all roofs between 2/12 and 4/12 (low slopes) install GAF leak barrier up the slope from eaves edge a full 36 inches (914mm) or to at least 24 inches (610 mm) beyond the interior "warm wall". Lap ends 6 inches (152mm) and bond.
 - Valleys:
 1. Install eaves protection membrane at least 36 (914mm) inches wide and centered on the valley. Lap ends 6 inches (152mm) and seal.
 - Hips and Ridges:
 1. Install GAF leak barrier along entire lengths. If ridge vents are to be installed, position the GAF leak barrier so that the ridge slots will not be covered.
 - Roof Deck:
 1. Install one layer of GAF roof deck protection over the entire area not protected by GAF leak barrier at the eaves or valley. Install sheets horizontally so water sheds and nail in place.
 2. On roofs sloped at 4:12 or greater, lap horizontal edges at least 2 inches (51mm) and at least 2 inches (51mm) over eaves protection membrane.
 3. On roofs sloped between 2:12 to less than 4:12, lap horizontal edges at least 19 inches (482 mm) and at least 19 inches (482mm) over eaves protection membrane.
 4. Lap ends at least 4 inches (102 mm). Stagger end laps of each layer at least 36 inches (914 mm).
 5. Lap GAF roof deck protection over GAF leak barrier in valley at least 6 inches (152mm).
 - Penetrations:
 1. Vent pipes: Install a 24 inch (610 mm) square piece of eaves protection membrane lapping over roof deck underlayment; seal tightly to pipe.
 2. Vertical walls: Install eaves protection membrane extending at least 6 inches (152mm) up the wall and 12 inches (305mm) on to the roof surface. Lap the membrane over the roof deck underlayment.
 3. Skylights and roof hatches: Install eaves protection membrane from under the built-in counterflashing and 12 inches (305mm) on to the roof surface lapping over roof deck underlayment.

4. Chimneys: Install eaves protection membrane around entire chimney extending at least 6 inches (152mm) up the wall and 12 inches (305mm) on to the roof surface. Lap the membrane over the roof deck underlayment.
5. Rake Edges: Install metal edge flashing over eaves protection membrane and roof deck underlayment; set tight to rake boards; lap joints at least 2 inches (51mm) and seal with plastic cement; secure with nails.

1.25 INSTALLATION OF SHINGLES

- General:
 1. Install in accordance with GAF's instructions and local building codes. When local codes and application instructions are in conflict, the more stringent requirements shall take precedence.
 2. Minimize breakage of shingles by avoiding dropping bundles on edge, by separating shingles carefully (not by "breaking" over ridge or bundles), and by taking extra precautions in temperatures below 40 degrees F (4 degrees C).
 3. Handle carefully in hot weather to avoid scuffing the surfacing, or damaging the shingle edges.
- Placement and Nailing: Beginning with the starter strip, trim shingles so that they "nest" within the shingle located beneath it. This procedure will yield a first course that is typically 3" (76mm) to 4" (102mm) rather than a fully exposed shingle.
 2. For maximum wind resistance along rakes, install any GAF starter strip containing sealant or cement shingles to underlayment and each other in a 4" (102mm) width of asphalt plastic roof cement.
 3. Laterally, offset the new shingles from the existing keyways, to avoid waves or depressions caused by excessive dips in the roofing materials.
 4. Using the bottom of the tab on existing shingles, align subsequent courses.
 5. *Note: DO NOT install standard sized shingles (5" exposure) over metric (5 5/8" exposure) shingles, as it will overexpose the shingles and reveal the nails. Use standard alignment methods to assure proper shingle placement.
 6. Secure with 4, 5, or 6 nails per shingle per GAF's instructions or local codes.
 7. Placement of nails varies based on the type of shingle specified. Consult the application instructions for the specified shingle for details.
 8. Nails must be driven flush with the shingle surface. Do not overdrive or under drive the nails.
 9. Shingle offset varies based on the type of shingle specified. Consult the application instructions for the specified shingle for details.
- Valleys Install valleys using the "closed cut valley" method:
 - a Run the first course of shingles from the higher roof slope across the valley at least 12 inches (305mm).
 - b Run succeeding courses of shingles from the lower roof slope across the valley at least 12 inches (305mm) and nail not closer than 6 inches (152mm) to center of valley.

- c Run shingles from the upper roof slope into the valley and trim 2 inches (51mm) from the center line.

- Penetrations
 1. All Penetrations are to be flashed according to GAF, ARMA and NRCA application instructions and construction details.
- Skylights and Roof Hatches
 1. Consult the manufacturer of the skylight or roof hatch for specific installation recommendations.
 2. Skylights and roof hatches shall be installed with pre-fabricated metal flashings specifically designed for the application of the unit.

1.26 INSTALLATION OF ATTIC VENTILATION

- General
 1. Ventilation must meet or exceed current F.H.A., H.U.D. and local code requirements.
- Ridge / Soffit ventilation
 1. Install ridge vent along the entire length of ridges:
 2. Cut continuous vent slots through the sheathing, stopping 6 inches (152mm) from each end of the ridge.
 3. On roofs without ridge board, make a slot 1 inch (25mm) wide, on either side of the peak (2" (51mm) overall).
 4. On roofs with ridge board, make two slots 1-3/4 inches (44.5mm) wide, one on each side of the peak (3 1/2" (89mm) overall).
 5. Install ridge vent material along the full length of the ridge, including uncut areas.
 6. Butt ends of ridge vent material and join using roofing cement.
 7. Install eaves vents in sufficient quantity to equal or exceed the ridge vent area.

1.27 PROTECTION

- Protect installed products from foot traffic until completion of the project.
- Any roof areas that are not completed by the end of the workday are to be protected from moisture and contaminants.

1.28 GENERAL REQUIREMENTS

- 1) All damaged, rotted, and/or missing fascia shall be replaced in-kind with the material and dimension to match existing sound fascia examples. The Contractor/subcontractor shall provide a unit price for this item, by the board foot, to include all costs for labor, material, taxes, and mark-ups for profit and overhead.
- 2) The finished fascia assembly shall include a continuous 1" x 2" pressure-treated "drip strip" attached at the top of the fascia, effectively covered by the eave drip metal. There shall be a gap of approximately 1/8" between the vertical face of the drip metal and the drip strip. The Contractor/subcontractor shall provide a unit price for this item, by the linear foot, to include all costs for labor, material, taxes, and mark-ups for profit and overhead.

- 3) Fasteners for Rough and Finish Carpentry items must be made of stainless steel, hot dipped galvanized steel, electro-galvanized steel, epoxy-coated steel, or ceramic-coated steel, and may be nails or screws of a length and guage to meet best business practices, as well as meet or exceed the fastening requirements of the latest edition of the Florida Building Code.
- 4) Joints in each component of the facia assembly shall be tight-fitting (maximum 1/8" gap) and caulked with Sikaflex® + Construction Sealant, or equal.
- 5) The eave drip metal shall be continuous, and provided as an imbedded component of the roofing system and its associated unit cost per square.
- 6) All damaged or missing gutters and downspouts shall be replaced in-kind with the material and dimension to match existing sound gutter and downspouts. The Contractor/subcontractor shall provide a unit price for this item, by the linear foot, to include all costs for labor, material, taxes, and mark-ups for profit and overhead. Any additional gutter and downspout considerations are to be agreed-upon with the Owner beforehand.

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**Attachment X
ACM Report
FDC ITB-22-020**

This Attachment is identified as “Restricted” and is not available for public viewing. The Restricted ACM Report will be made available to interested Bidders for the development of Bids. To obtain a copy of the Restricted Attachment X, ACM Report, Bidders must email a signed copy of Attachment III, Nondisclosure Agreement for Restricted Information, to the Procurement Officer listed in Section 4.2, Bidder Inquiries. Once the signed agreement is received by the Procurement Officer, the Department will provide the Restricted Attachment X, AMC Report, to the Bidder via email.

If you have trouble accessing any of the documents, please contact the Procurement Officer.

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