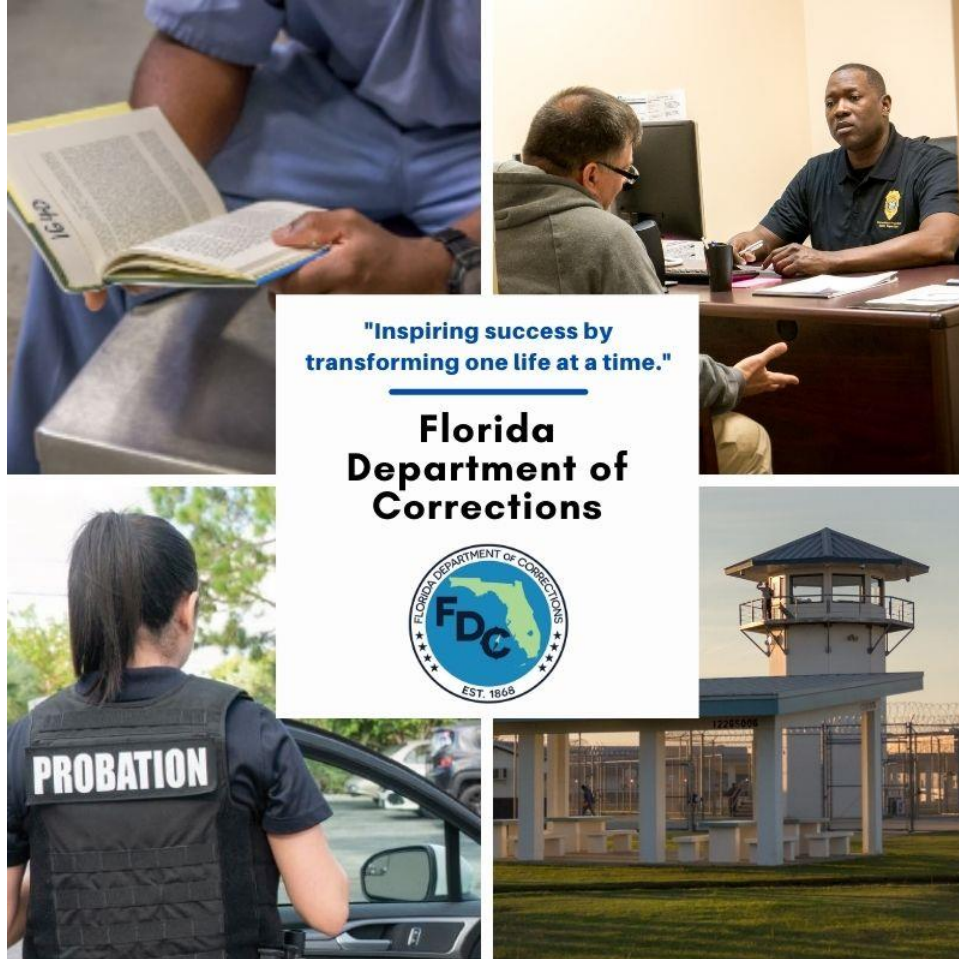


Invitation to Bid (ITB)



Sumter Correctional Institution Gym Re-Roof

FDC ITB-22-024

ITB Released: December 7, 2021

Deadline for Questions*: 5:00 p.m., Eastern Time, on December 17, 2021

Bids Due*: 3:00 p.m., Eastern Time, on January 18, 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-22-024

All dates and times reflect Eastern Time unless otherwise indicated.

EVENT	DATE/TIME	LOCATION
Release of ITB	December 7, 2021	Vendor Bid System http://www.myflorida.com/apps/vbs
Site Visit Pre-Bid Conference (Mandatory)	December 15, 2021, at 1:00 p.m.	Administrative Office of the Sumter Correctional Institution 9544 County Road 476B Bushnell, Florida 33513-0667
Last day for written Inquiries to be received by the Department	December 17, 2021, at 5:00 p.m.	Submit to: Florida Department of Corrections Peggy Smith, Procurement Officer Email: purchasing@fdc.myflorida.com
Anticipated Posting of Written Responses to Written Inquiries	January 6, 2022	Vendor Bid System; http://www.myflorida.com/apps/vbs
Last day for Prequalification packets to be received by the Department	January 11, 2022, at 5:00 p.m.	Submit to: Florida Department of Corrections Peggy Smith, Procurement Officer Email: purchasing@fdc.myflorida.com
Sealed Bids Due and Opened	January 18, 2022 at 3:00 p.m.	Submit to: Florida Department of Corrections Peggy Smith, Procurement Officer 501 South Calhoun Street Tallahassee, Florida 32399-2500
Anticipated Posting of Recommended Award	February 8, 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 Sumter Correctional Institution (Sumter CI), 9544 County Road 476B Bushnell, Florida 33513-0667. The respective scope of work shall be provided in accordance with Attachment I, Scope of Work.

1.2 Minimum Qualifications

All Bidders submitting Bids must have an active Certified Roofing Contractor license or Certified General Contractor license in the State of Florida. If the Bidder only has a Certified General Contractor license in the State of Florida, then it 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 is within the scope of his or her license, and subcontract to other licensed contractors that remaining work which is part of this project as defined 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 exceed \$100,000, Bids shall be accompanied by a bid guarantee of not less than 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 purchase order 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. 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 the same date as the Bonds, and the Bonds shall be dated within five (5) 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 will be permitted to attend for any Bidder.

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 Kelley Clay at Kelley.Clay@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, including 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) issued 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 does 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. **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 awarded Bidder is not relieved of its duties under the Contract when it enters a Subcontract.
- l. **TPO**: Thermoplastic polyolefin.
- m. **Vendor or Bidder or Contractor**: 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 damaged roofing, then repair, furnish, and install a new roof at Sumter CI Gym, 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 and services must be bid as specified. These items and services will be considered deliverables in the Contract.

The specifications in Attachment I, Scope of Work, are identified as "Restricted" and are not available for public viewing. The Restricted specifications will be made available to interested Bidders for the development of Bids. To obtain a copy of the Restricted specifications, 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.

2.2 Estimated Quantities

Quantities listed are given 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 confirming actual quantities.

2.3 Delivery

The awarded Bidder shall ensure the services are substantially completed within 90 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. Service 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 meeting.

2.4 Warranty

Equipment, materials, and workmanship shall be warranted by the awarded Bidder against defects for a warranty period of at least two (2) years after installation, in addition to the the Manufacturer's warranty, as specified in Attachment I, Scope of Work. Warranty is limited to repair or replacement of equipment deemed to have failed under conditions of normal use and excludes failures attributed to misuse, vandalism, acts of God, fire, explosions, earthquakes, floods, water, wind, 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 with 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 I, Scope of Work, Section 1.11.

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. The work to be performed under the Contract shall (i) be commenced within 10 calendar days after date of "Notice to Proceed"; (ii) shall be substantially completed within 90 calendar days after the date of this Notice to Proceed, and (iii) shall be finally completed within 30 calendar days after the date of substantial completion. Failure to complete the project in a timely manner will result in substantial injury to the Owner, and as damages arising from such failure cannot be calculated with any degree of certainty, it is hereby agreed that if Substantial Completion does not occur by the Substantial Completion Date, the Contractor shall pay to Owner as financial consequences for such delay, and not as a penalty, \$750 for each and every calendar day elapsing between the date fixed for Substantial Completion and the date such Substantial Completion shall have been fully accomplished. It is also hereby agreed that if this project is not finally completed, in accordance with the requirements of the Contract, the Contractor shall pay to the Owner as financial consequences for such delay, and not as a penalty, one-half (1/2) of the rate indicated above for each calendar day and are subject to the force majeure provisions of Section 5.1, General Contract Conditions (Form PUR 1000).

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 \$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 equity or law 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 Vendor Questions

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 4.18, 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 and/or General Contractor 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 Base 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 Base Price is found non-responsive, the Department may proceed to the next Responsible Bidder with the lowest Base 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 the MFMP Vendor Information Portal (VIP) system 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.

The Department has determined that payments to be made under this 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 20.005(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 Florida law, 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 filed the next Business Day.

Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

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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 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-22-024**

LOCATION (INSTITUTION)

Sumter Correctional Institution Gym
9544 County Road 476B
Bushnell, Florida 33513-0667

1.0 SCOPE OF WORK

1.01 Summary

The scope of work consists of providing all labor, equipment, and materials to remove the existing membrane roofing down to the tectum deck and installing a new fleece-back thermoplastic single-ply roofing system per the specifications contained herein.

A. Section Includes

1. Thermoplastic Polyolefin Single-Ply Roofing Membrane
2. Thermoplastic Polyolefin Flashings
3. Thermoplastic Polyolefin Accessories

1.02 References

- A. American Society for Testing and Materials (ASTM) - Annual Book of ASTM Standards
1. ASTM D-751 – Standard Test Methods for Coated Fabrics
 2. ASTM D-2137 - Standard Test Methods for Rubber Property—Brittleness Point of Flexible Polymers and Coated Fabrics
 3. ASTM E-96 - Standard Test Methods for Water Vapor Transmission of Materials
 4. ASTM D1204 - Standard Test Method for Linear Dimensional Changes of Nonrigid Thermoplastic Sheeting or Film at Elevated Temperature
 5. ASTM D-471 - Standard Test Method for Rubber Property—Effect of Liquids
 6. ASTM D-1149 - Standard Test Methods for Rubber Deterioration—Cracking in an Ozone Controlled Environment
 7. ASTM C-1549 - Standard Test Method for Determination of Solar Reflectance Near Ambient Temperature Using a Portable Solar Reflectometer
 8. ASTM C-1371 - Standard Test Method for Determination of Emittance of Materials Near Room Temperature Using Portable Emissometers
 9. ASTM E 903 – Standard Test Method for Solar Absorbance, Reflectance, and Transmission of Materials Using Integrating Spheres.
 10. ASTM G155 - Standard Practice For Operating Xenon Arc Light Apparatus For Exposure Of Non-Metallic Materials
 11. ASTM D573 - Standard Test Method For Rubber - Deterioration In An Air Oven
- B. Sheet Metal and Air Conditioning Contractors National Association, Inc. (SMACNA) - *Architectural Sheet Metal Manual*
- C. National Roofing Contractors Association (NRCA)
- D. U.S. Green Building Council (USGBC)

1. Leadership in Energy and Environmental Design (LEED)

E. California Title 24 Energy Efficient Standards

F. ENERGY STAR

G. Cool Roofing Rating Council (CRRC)

1.03 Definitions

- A. 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

- A. Product Data: Provide product data sheets for each type of product indicated in this section.
- B. Shop Drawings: Provide manufacturers standard details and approved shop drawings for the roof system specified.
- C. Certificates: Installer shall provide written documentation from the manufacturer of their authorization to install the roof system, and eligibility to obtain the warranty specified in this section.

1.05 Quality Assurance

- A. Manufacturer's Qualifications: Shall provide a roofing system that meets or exceeds all criteria listed in this ITB.
- B. Installer's Qualifications: Installer shall be classified as an **Approved Installer** as defined and certified by the Manufacturer.
- C. Source Limitations: All components listed in this section shall be provided by a single manufacturer or approved by the primary roofing manufacturer.
- D. Final Inspection: Manufacturer's representative shall provide a comprehensive final inspection after completion of the roof system. All application errors must be addressed and final punch list completed.

1.06 Pre-Installation Conference

- A. Prior to scheduled commencement of the roofing installation and associated work, conduct a meeting at the project site with the installer, architect, Department, Manufacturer's representative, and any other persons directly involved with the performance of the work. The installer shall record conference discussions to include decisions and agreements reached (or disagreements), and furnish copies of recorded discussions to each attending party. The main purpose of this meeting is to review foreseeable methods and procedures related to roofing work.

1.07 Performance Requirements

- A. The installer shall provide all primary roofing materials that are physically and chemically compatible when installed in accordance with the manufacturer's current application requirements.

1.08 Regulatory Requirements

- A. All work shall be performed in a safe, professional manner, conforming to all federal, state, and local codes.

1.09 Delivery, Storage, and Handling

- A. Deliver all roofing materials to the site in original containers, with factory seals intact. All products are to carry the roofing manufacturer's label.
- B. Store all pail goods in their original undamaged containers in a clean, dry location within their specified temperature range.
- C. Do not expose materials to moisture in any form before, during, or after delivery to the site. Reject delivery of materials that show evidence of contact with moisture.
- D. Remove manufacturer-supplied plastic covers from materials provided with such. Use "breathable" type covers such as canvas tarpaulins to allow venting and protection from weather and moisture. Cover and protect materials at the end of each work day. Do not remove any protective tarpaulins until immediately before the material will be installed.
- E. Materials shall be stored above 55°F (12.6°C) a minimum of 24 hours prior to application.

1.10 Project Conditions

- A. Weather
 - 1. Proceed with roofing only when existing and forecasted weather conditions permit.
 - 2. Ambient temperatures must be above 45°F (7.2°C) when applying hot asphalt or water based adhesives.

1.11 Warranty

- A. Provide Manufacturers standard guarantee with single-source edge-to-edge coverage and no monetary limitation where the manufacturer agrees to repair or replace components in the roofing system, which cause a leak due to a failure in materials or workmanship.
 - 1. Duration: Twenty (20) years from the date of completion.
 - a) Covered components include roofing membrane, liquid-applied membrane or coating, base flashing, high wall waterproofing flashing, insulation, expansion joint covers, pre-flashed accessories, and metal flashings used by the contractor of record that meet SMACNA standards.

- b) Materials and workmanship of listed products within this section are included when installed in accordance with current Manufacturer's application and specification requirements.

2.0 Products

2.01 Acceptable Manufacturer

- A. GAF - 1 Campus Drive, Parsippany, NJ 07054 (Basis of Design) or approved equal.

2.02 Membrane Materials

- A. A fleece-backed, polyester scrim reinforced thermoplastic polyolefin membrane for use as a single-ply roofing membrane. Meets or exceeds the minimum requirements of ASTM D-6878. UL Listed, FM Approved, Dade County Product Approval, Florida Building Code Approved. White membrane is Energy Star Listed, CRRC Listed and Title 24 Compliant. **EverGuard® Fleece-Back TPO 60 Mil Membrane by GAF.**
 - a) 10' X 100', each roll contains 1000 sq. ft. of material weighing 344 lbs.

2.03 Curb/Wall Flashing Membrane

A. General

1. EverGuard® membrane flashing should be of the same type and thickness as the roof membrane. EverGuard® Freedom™ TPO can be used with EverGuard® TPO membrane for flashing in the same thickness as the field membrane.
2. Because colored TPO membranes may exhibit different welding characteristics, please call the GAF Technical Support Services hotline at 800-766-3411 before attempting to weld different-colored TPO membranes with white membranes or flashings.
3. EverGuard® TPO Fleece-Back membranes are optional flashing membranes for all EverGuard® TPO systems. These membranes may be a solution when a contaminated substrate is encountered.

B. Flashing Membrane

1. A smooth type, polyester scrim reinforced thermoplastic polyolefin membrane for use as a single-ply roofing membrane. Meets or exceeds the minimum requirements of ASTM D-6878. UL Listed, FM Approved, Dade County Product Approval, Florida Building Code Approved. White membrane is Energy Star Listed, CRRC Listed and Title 24 Compliant.
 - a) EverGuard® TPO 60 Mil Membrane by GAF.

2.04 Adhesives, Sealants, and Primers

- A. Solvent-based Bonding Adhesive: Solvent-based rubberized adhesive for use with EverGuard TPO membranes, EverGuard® 1121 Bonding Adhesive, by GAF.
- B. Two-component fast-acting, low-rise polyurethane foam adhesive. The "A" and "B" components are dispensed from two pre-pressurized disposable cylinders. **OlyBond500® Equipment Free Canister System** distributed by GAF.

- C. Solvent-based liquid, required to protect field cut edges of EverGuard TPO membranes. Applied directly from a squeeze bottle, **EverGuard® TPO Cut Edge Sealant**, by GAF.
- D. Solvent-based primer for preparing surfaces to receive butyl-based adhesive tapes, **EverGuard® TPO Primer**, by GAF.
- E. Solvent-based seam cleaner used to clean exposed or contaminated seam prior to heat welding, **EverGuard® TPO Seam Cleaner**, by GAF.
- F. Solvent-based, trowel-grade synthetic elastomeric sealant. Durable and UV resistant suitable for use where caulk is typically used. Available in 10 oz. tubes, **FlexSeal™ Caulk Grade Roof Sealant** by GAF.
- G. Commercial-grade roofing sealant suitable for sealing the upper lip of exposed termination bars and penetrations and around clamping rings and comes with a 20 yr. ltd warranty against leaks caused by manufacturing defects. Meets the performance criteria of ASTM D412, ASTM D2196, ASTM D1475, and ASTM D1644, **FlexSeal™ Roof Sealant**, by GAF.
- H. Low VOC solvent-based primer for preparing surfaces to receive butyl based adhesive tapes, **EverGuard® TPO Low VOC Primer**, by GAF.
- I. Low VOC TPO cleaner designed to clean exposed or contaminated seams prior to heat welding to remove any residual soap or revitalize aged membranes. Contains only 50 grams per liter of Volatile Organic Content and has been formulated using a blend of primarily VOC-exempt ingredients to be in compliance with air quality regulations for single ply roofing products. **EverGuard® CleanWeld® Cleaner** by GAF.
- J. One part butyl-based high viscosity sealant suitable for sealing between flashing membrane and substrate surface behind exposed termination bars and for sealing between roofing membrane and drain flange. **EverGuard® Water Block**, by GAF.
- K. One-part, moisture-cure, self-leveling sealant designed for use in pitch pans on single-ply roof systems. **EverGuard® One-Part Pourable Sealant**.

2.05 Flashing Accessories

A. General Flashing Accessories

1. A smooth type, unreinforced TPO-based membrane for use as an alternative flashing/reinforcing material for penetrations and corners. Required whenever performed vent boots cannot be used, available in White, Tan, Gray, Regal Red, Regal Blue, and Hartford Green, 0.055 inches (55 mils) nominal thickness and sheet size: 24in x 50ft. **EverGuard® TPO Detailing Membrane**, by GAF.
2. An 8 inch (20 cm) wide smooth type, polyester scrim reinforced TPO membrane strip for use as a cover strip over coated metal and stripping-in coated metal flanges and general repairs: 0.045 inches (45 mils) nominal thickness with 100-foot length, available in White, Tan, Gray, Regal Red, Regal Blue, and Hartford Green **EverGuard® TPO Flashing Membrane**, by GAF.

3. 24 gauge steel with 0.025" thick TPO-based film as required for fabrication into metal gravel stop and drip edge profiles, metal base and curb flashings, sealant pans, and scupper sleeves. Standard sheet size 4' x 10', sheet weight 47 lbs. Custom sizes available, **EverGuard® TPO Coated Metal**, by GAF.
4. Extruded aluminum termination bar with angled lip caulk receiver and lower leg bulb stiffener. Pre-punched slotted holes at 6" on center or 8" on center. ¾" x 10' with 0.090" cross-section, **DRILL-TEC™ Termination Bar**, by GAF.
5. Pre-manufactured expansion joint covers used to bridge expansion joint openings in a roof structure. Fabricated to accommodate all roof to wall and roof to roof applications, made of .060" reinforced TPO membrane, available in 5 standard sizes for expansion joint openings up to 8" wide. **EverGuard® TPO Expansion Joint Covers**, by GAF.
6. A.055" thick smooth type, unreinforced TPO polyolefin membrane designed for use as a conforming membrane seal over T-joints in 60 and 80 mil membrane applications, **EverGuard® T-Joint Patches**, by GAF.

B. Roof Edge Accessories

1. A 6 inch (14 cm) wide, smooth type, heat-weldable polyester scrim reinforced TPO membrane strip. Designed for use as a cover strip over non-coated metal edges and flanges. Each full roll contains approximately 100 Lineal Ft. of material, 6" X 100'. **EverGuard® TPO Heat-Weld Cover Tape**, by GAF.
2. A 6 inch (14 cm) wide, smooth type, polyester scrim reinforced TPO membrane strip with a factory laminated butyl tape. Designed for use as a cover strip over non-coated metal edges and flanges. Each full roll contains approximately 100 Lineal Ft. of material, 6" X 100'. **EverGuard® TPO Cover Tape**, by GAF.
 - a) Solvent-based liquid, required to protect field cut edges of EverGuard TPO membranes. Applied directly from a squeeze bottle, **EverGuard® TPO Cut Edge Sealant**, by GAF.
 - b) Commercial-grade roofing sealant suitable for sealing the upper lip of exposed termination bars and penetrations and around clamping rings and comes with a 20 year limited warranty against leaks caused by manufacturing defects. Meets the performance criteria of ASTM D412, ASTM D2196, ASTM D1475 and ASTM D1644, **FlexSeal™ Roof Sealant**, by GAF.

C. Wall and Curb Accessories

1. A .045" reinforced TPO membrane with pressure-sensitive adhesive, to be installed on horizontal surfaces using plates and fasteners as a base attachment in fully adhered systems. Size 6" x 100', **EverGuard® RTA (Roof Transition Anchor) Strip™**, by GAF.
2. A 55 mil TPO membrane and 24 gauge coated metal prefabricated into standard and custom size thru-wall scuppers. Available in two (2) sizes: 4" x 6" x 12" (l x w x d) with a 5.75" x 3.75" opening and 8" x 10" x 12" (l x w x d) with a 9.75" x 7.75" opening, **EverGuard® TPO Scupper**, by GAF.
3. A .045" or .060" thick reinforced TPO membrane fabricated corners. Available in four (4) standard sizes to flash curbs that are 24", 36", 48", and 60" in size. Four corners are required to flash the curb, **EverGuard® Corner Curb Wraps**, by GAF.

4. A .060" thick molded TPO membrane outside corners of base and curb flashing. Hot-air welds directly to EverGuard® TPO membrane. Size 4" x 4" with 6" flange, **EverGuard® TPO Universal Corners** by GAF.
5. A .055" molded TPO membrane inside corners of base and curb flashing. Hot-air welds directly to EverGuard TPO membrane. Size 6" x 6" x 5.5" high **EverGuard® TPO Preformed Corners** by GAF.
6. An 8" diameter, nominal .050" vacuum formed unreinforced TPO membrane for use in flashing outside corners of base and curb flashings, **EverGuard® TPO Fluted Corner**, by GAF.

D. Penetration Accessories

1. A .075" thick molded TPO membrane sized to accommodate most common pipe and conduits, (1" to 6" diameter pipes), including square tube. Hot-air welded directly to EverGuard TPO membrane, supplied with stainless steel clamping rings, **EverGuard® TPO Preformed Vent Boots** by GAF.
2. A .045" thick molded TPO membrane preformed boots are split to accommodate most common pipes and conduits and available in three (3) standard sizes, **EverGuard® TPO Split Pipe Boots**, by GAF.
3. A .045" thick molded TPO membrane preformed square boots are split to accommodate most common square penetrations and conduits and available in three standard sizes, **EverGuard® TPO Square Tube Wraps**, by GAF.
4. A .070 thick molded penetration pocket to provide structure and foundation for the application of a pourable sealant for a variety of roof penetrations, weldable and 9" x 6" x 4" (l x w x h), **EverGuard® TPO Pourable Sealer Pocket**.
5. Constructed from spun aluminum and pre-flashed using .055" thick smooth type, unreinforced TPO membrane. Available in a wide range of sizes to allow a proper fit into any size roofing drain. **EverGuard® TPO Drain** by GAF.
6. Aluminum drain unit coated with a weldable TPO compound. TPO membrane can be heat-welded directly to the drain body, resulting in a strong, secure installation. Each drain is fitted with a **BlueSeal®** mechanical drain seal for a secure, tight seal into the building drain system. Available in two (2) sizes (3" and 4"), and custom sizes are available. **EverGuard® TPO Coated Metal Drain** by GAF.

E. Walkways

1. A 1/8" thick extruded and embossed TPO roll 34.25" x 50', heat welds directly to roofing membrane. Unique "diamond tread" traction surface and features a 2" (51 mm) welding strip (smooth border) along each longitudinal edge that is compatible with hand or automatic welders. Available in gray or safety yellow, **EverGuard® TPO Walkway Rolls**, GAF.

3.0 EXECUTION

3.01 Site Conditions

- A. Obtain verification that the building structure can accommodate the added weight of the new roofing system.
- B. Confirm the adequacy of the new roofing system to provide positive slope to drain. Eliminate ponding areas by the addition of drainage locations or by providing additional pitch to the roof surface.

- C. Prepare substrate surfaces thoroughly prior to application of new roofing materials. This is particularly important for re-cover and reroofing applications. Providing a smooth, even, sound, clean, and dry substrate minimizes the likelihood that underlying deficiencies will cause premature deterioration or even failure of the new roofing system.
- D. All defects in the roof deck or substrate must be corrected by the responsible parties before new roofing work commences. Verify that the deck surface is dry, sound, clean, and smooth, and free of depressions, waves, or projections.
- E. Protect building surfaces against damage and contamination from roofing work.
- F. Where work must continue over completed roof areas, protect the finished roofing system from damage.
- G. Deck preparation is the sole responsibility of the roofing contractor. All defects in the roof deck or substrate must be corrected before roofing work commences.
- H. Refer to GAF Roof Guarantee Program for specific requirements for extended guarantees.

3.02 Substrate Preparation

A. Tear-off

1. Remove all existing roofing materials to the roof decking, including flashings, metal edgings, drain leads, pipe boots, and pitch pockets, and clean substrate surfaces of all asphalt and adhesive contaminants.
2. Confirm the quality and condition of the roof decking by visual inspection. Fastener pull-out testing must be conducted by the roof fastener manufacturer.
3. Secure all loose decking. Remove and replace all deteriorated decking.
4. Remove abandoned equipment and equipment supports.
5. Confirm that the height of equipment supports will allow the installation of full-height flashings.

B. Cementitious Wood Fiber

1. Minimum 2" (51 mm) thickness.
2. Tongue & groove panel edges required.
3. Decks must be protected from the weather during storage and application; any wet or deformed decking should be removed and replaced.
4. All cementitious wood fiber deck panels must be anchored against uplift and lateral movement.
5. The deck must be installed level. Any deflection, irregularities, or otherwise damaged panels must be corrected or replaced.
6. Code standards apply when their requirements exceed those listed here.

3.03 Nailer Installation

A. Acceptable Wood

1. Solid Blocking: Non-pressure treated wood as required, #2 Grade or better, nominal 1 1/4" (30 mm) x 4" (102 mm) with a minimum thickness of 3 1/2" (88 mm).

2. Shim Material: Plywood, 1/2" (13 mm) x width to match solid blocking.
3. Verify the condition of existing roof nailers and anchor to resist 250 lb. per ft. (550 kg) load applied in any direction. New nailers should meet same load requirements.
4. **DRILL-TEC™** HD screws 18" (457 mm) o.c. attachment to structural wood, steel decks with a 1" (25 mm) thread embedment.
5. **DRILL-TEC™** spikes or HD screws 18" (457 mm) o.c. attachment to concrete decks. Min. 1" (25 mm) shank or thread penetration.
6. Wood nailers attached to gypsum, concrete, cellular concrete and cementitious wood fiber must be fastened 12" (305 mm) o.c., through the nailer into the substrate with substrate approved **DRILL-TEC™** fasteners.
7. Three (3) anchors per length of wood nailer minimum.

B. Metal Blocking

1. 20 Ga. galvanized steel box with pre-punched holes and supplied with corrosion-resistant fasteners.
2. Closure and finish strip required for metal decking.
3. Secure in place using provided #14 x 1½-in. universal fasteners through pre-punched holes to roof edge.
4. Install end cap and top of box section with #14 x 1½-in. universal fasteners.

3.04 Installation - General

- A. Install GAF's **EverGuard® TPO** roofing system according to all current application requirements in addition to those listed in this section.
- B. GAF **EverGuard® TPO** Specification #: TFATN60FB
- C. Start the application of membrane plies at the low point of the roof or at the drains, so that the flow of water is over or parallel to, but never against the laps.

3.05 Single-Ply Membrane Application

A. General

1. Substrates must be inspected and accepted by the contractor as suitable to receive and hold roof membrane materials.
2. Place roof membrane so that wrinkles and buckles are not formed. Any wrinkles or buckles must be removed from the sheet prior to permanent securement.
3. Membrane that has been exposed for more than 12 hours or has become contaminated will require additional cleaning methods.
 - a) Light Contamination - Membrane that has been exposed overnight up to a few days to debris, foot traffic, or dew or light precipitation can usually be cleaned with a white cloth moistened with **EverGuard® TPO Cleaner** (or **EverGuard® CleanWeld™ Conditioner**, a low-VOC cleaner) for TPO membranes.
 - b) Dirt-Based Contamination - Membrane that is dirt encrusted will require the use of a low-residue cleaner, such as **Formula 409®** and a mildly abrasive scrubbing pad to remove the dirt. This must be followed by cleaning with a white cloth moistened with **EverGuard®**

TPO Cleaner (or **EverGuard® CleanWeld™ Conditioner**) for TPO membranes.

- c) Exposure-Based Contamination - Membrane that is weathered or oxidized will require the use of **EverGuard® TPO Cleaner**, **EverGuard® CleanWeld™ Conditioner** and a mildly abrasive scrubbing pad to remove the weathered/oxidized top surface layer. This must be followed by cleaning with a white cloth moistened with **EverGuard® TPO Cleaner** (or **EverGuard® CleanWeld™ Conditioner**) for TPO membranes. Unexposed membrane left in inventory for a year or more may need to be cleaned as instructed above. Be sure to wait for solvent to flash off prior to welding.
- d) Chemical-Based Contamination - Membrane that is contaminated with bonding adhesive, asphalt, flashing cement, grease and oil, and most other contaminants usually cannot be cleaned sufficiently to allow an adequate heat weld to the membrane surface. These membranes should be removed and replaced.

B. Fully Adhered

1. All work surfaces should be clean, dry, and free of dirt, dust, debris, oils, loose and/or embedded gravel, un-adhered coatings, deteriorated membrane, and other contaminants that may result in a surface that is not sound or is uneven.
2. Full-width rolls can be installed throughout the field and perimeter of the roof. Half sheets are not necessary.
3. Overlap roof membrane a minimum of 3" (76 mm) for end laps. For fleece-back membrane, butt ends together and cover joint with 8" (203 mm) wide **EverGuard® Flashing Strip** heat-welded. Membranes are provided with lap lines along the side laps.
4. Best practice is to install membrane so that the side laps run across the roof slope lapped toward drainage points.
5. All exposed sheet corners must be rounded a minimum of 1" (25 mm).
6. Use full-width rolls throughout the field and perimeter of the roof. Half sheets are not necessary.
7. Membrane laps shall be heat-welded together. All welds shall be continuous, without voids or partial welds. Welds shall be free of burns and scorch marks.
8. Weld shall be a minimum of 1" (25.4 mm) in width for automatic machine welding and a minimum 2" in width for hand welding. Code requirements may supersede these instructions.
9. Roof membrane must be mechanically attached along the base of walls with screws and plates 6" (152 mm) on center.
10. Adhesive should be applied to the membrane at the following rate:
 - a) (OB Canister) Low rise foam in canisters should be applied in "spatter method" for fleece-back membrane applications ONLY by dispensing the adhesive in a spray pattern similar to the action required when hand watering a flower bed, with a 50% substrate coverage.
11. Use appropriate bonding adhesive for substrate surface, applied with a solvent-resistant roller, brush or squeegee.
12. Adhere approximately one half of the membrane sheet at a time. One half of the sheet's length shall be folded back in turn to allow for adhesive application. Lay membrane into adhesive once the bonding adhesive is tacky to the touch.

13. Roll membrane with a weighted roller to ensure complete bonding between adhesive and membrane.
14. Prevent seam contamination by keeping the adhesive application a few inches back from the seam area.
15. Reference the Adhesive securement tables in the EverGuard® [Application and Specifications Manual](#) for substrate adhesion and compatibility.
16. Roll in membrane using a 150 lb. membrane roller or equivalent.
17. To reduce thermal bridging, a full spray of approved Low Rise Foam Adhesive may be used to attach individual insulation layers or adhere the top layer to a mechanically fastened bottom layer.

3.06 Flashings

A. General

1. All penetrations must be at least 24" (61 cm) from curbs, walls, and edges to provide adequate space for proper flashing.
2. Flash all perimeter, curb, and penetration conditions with coated metal, membrane flashing, and flashing accessories as appropriate to the site condition.
3. All coated metal and membrane flashing corners shall be reinforced with preformed corners or non-reinforced membrane.
4. Hot-air weld all flashing membranes, accessories, and coated metal. A minimum 2" wide (hand welder) weld or minimum 1 - 1/2" automatic machine weld is required.
5. All cut edges of reinforced membrane must be sealed with **EverGuard® TPO Cut Edge Sealant**.
6. Consult the EverGuard® [Application and Specifications Manual](#) or GAF Contractor Services for more information on specific construction details, or those not addressed in this section.

B. Coated Metal Flashings:

1. Coated metal flashings shall be formed in accordance with Attachment I, Scope of Work, and SMACNA guidelines.
2. Coated metal sections used for roof edging, base flashing and coping shall be butted together with a 1/4" gap to allow for expansion and contraction. Hot-air weld a 6" wide reinforced membrane flashing strip to both sides of the joint, with approximately 1" on either side of the joint left un-welded to allow for expansion and contraction. 2" wide aluminum tape can be installed over the joint as a bond-breaker, to prevent welding in this area.
3. Coated metal used for sealant pans, scupper inserts, corners of roof edging, base flashing and coping shall be overlapped or provided with separate metal pieces to create a continuous flange condition, and pop-riveted securely. Hot-air weld a 6" wide reinforced membrane flashing strip over all seams that will not be sealed during subsequent flashing installation.
4. Provide a 1/2" hem for all exposed metal edges to provide corrosion protection and edge reinforcement for improved durability.
5. Provide a 1/2" hem for all metal flange edges whenever possible to prevent wearing of the roofing and flashing membranes at the flange edge.

6. Coated metal flashings shall be nailed to treated wood nailers or otherwise mechanically attached to the roof deck, wall or curb substrates, in accordance with construction detail requirements.

C. Reinforced Membrane Flashings:

1. The thickness of the flashing membrane shall be the same as the thickness of the roofing membrane.
2. Membrane flashing may either be installed loose or fully adhered to the substrate surface in accordance with Attachment I, Scope of Work.
3. Apply the adhesive only when outside temperature is above 40°F. Recommended minimum application temperature is 50°F to allow for easier adhesive application.
4. The membrane flashing shall be carefully positioned prior to application to avoid wrinkles and buckles.
5. Please note that solvent-based adhesives must be allowed to dry until tacky to the touch before mating flashing membrane. Water-based adhesive must be allowed to flash off completely.
6. Heat-weld all laps in EverGuard® smooth-reinforced flashing membrane in accordance with heat-welding guidelines. All seams in fleece-back membrane and smooth field sheet must be stripped in with 8" (203 mm) flashing strip.
7. For extended length guarantees, separate counterflashing is required; exposed termination bars are not acceptable.

D. Self-Adhered Membrane Flashings:

1. Install self-adhering membrane flashings according to all applicable GAF Construction Detail Requirements.
2. Apply flashing membrane only when outside temperature is above 40°F. Recommended minimum application temperature is 50°F to allow for improved adhesive performance.
3. The membrane flashing shall be carefully positioned prior to removal of release film to avoid wrinkles and buckles.
4. Adhere flashing membrane to the walls by removing the release film. Broom or roll all walls. All seams shall be rolled-in with a silicone roller.

E. Un-Reinforced Membrane Flashings:

1. Un-reinforced membrane is used to field-fabricate penetration or reinforcement flashings in locations where preformed corners and pipe boots cannot be properly installed.
2. Penetration flashings constructed of un-reinforced membrane are typically installed in two (2) sections, a horizontal piece that extends onto the roofing membrane and a vertical piece that extends up the penetration. The two pieces are overlapped and hot-air welded together.
3. Apply the adhesive only when outside temperature is above 40°F. Recommended minimum application temperature is 50°F to allow for easier adhesive application. Water-based adhesives are approved for use with smooth TPO membranes for flashings only.
4. The membrane flashing shall be carefully positioned prior to application to avoid wrinkles and buckles.

5. Please note that solvent-based adhesives must be allowed to dry until tacky to the touch before mating flashing membrane. Water-based adhesive must be allowed to flash off completely.

F. Roof Edges:

1. Roof edge flashings are applicable for gravel stop and drip edge conditions as well as for exterior edges of parapet walls.
2. Flash roof edges with coated metal flanged edging with a minimum 3" (76 mm) wide flange nailed 4" (102 mm) on center to wood nailers, and heat weld 8" (203 mm) membrane strip to metal flanges.
3. When the fascia width exceeds 4" (102 mm), coated metal roof edging must be attached with a continuous cleat to secure the lower fascia edge. The cleat must be secured to the building no less than 12" (305 mm) on center.
4. Flash roof edge scuppers with a coated metal insert that is mechanically attached to the roof edge and integrated as a part of the metal edging.
5. Alternatively, roof edges may be flashed with a 2-piece snap on fascia system, adhering the roof membrane to a metal cant and face nailing the membrane 8" (152 mm) on center prior to installing a snap-on fascia.
 - a) Submit design drawings for review and approval to Architect or Specifier before fabrication.
 - b) Installing contractor shall check as-built conditions and verify the manufacturer's roof edging details for accuracy to fit the wall assembly prior to fabrication. The installer shall comply with the roof edging manufacturer's installation guide when setting edging.

G. Parapet and Building Walls:

1. Flash walls with **EverGuard® TPO** membrane adhered to the substrate with bonding adhesive, loose applied or with coated metal flashing nailed 4" (102 mm) on center to pressure-treated wood nailers.
2. Maximum flashing height without intermediate fastening is 24" (610 mm) for loose-applied flashing and 54" (1.4 m) for adhered flashing
3. Secure membrane flashing at the top edge with a termination bar. **EverGuard® Water Block** shall be applied between the wall surface and membrane flashing underneath all exposed termination bars. Exposed termination bars shall be mechanically fastened 6" (152 mm) on center for guarantees less than 20 years and 12" (305 mm) on center for guarantees greater than 20 years or that are counter-flashed.
4. Exposed termination bars must be sealed with **Flexseal™ Caulk Grade Sealant**.
5. Roof membrane must be mechanically attached along the base of walls with screws and plates 12" (305 mm) on center [6" (152 mm) on center for Ballasted Systems].
6. Metal cap flashings must have continuous cleats or be face fastened 12" (305 mm) o.c. on both the inside and outside of the walls.
7. Flash wall scuppers with a coated metal insert that is mechanically attached to the wall and integrated as part of the wall flashing.
8. Roof Transition Anchor (R.T.A.) Strip may be installed as the alternate method of base securement for a **RhinoBond®** non-penetrating base attachment detail.

H. Curbs and Ducts:

1. Flash curbs and ducts with **EverGuard® TPO** membrane adhered to the curb substrate with bonding adhesive, loose applied or with coated metal flashing nailed 4" on center to pressure-treated wood nailers.
2. Maximum flashing height without intermediate fastening is 24" (610 mm) for loose-applied flashing and 54" (1.4 m) for adhered flashing
3. Secure membrane flashing at the top edge with a termination bar. **EverGuard® Water Block** shall be applied between the wall surface and membrane flashing underneath all exposed termination bars. Exposed termination bars shall be mechanically fastened 6" (152 mm) on center for guarantees less than 20 years and 12" (305 mm) on center for guarantees greater than 20 years or that are counter-flashed.
4. Exposed termination bars must be sealed with **Flexseal™ Caulk Grade Sealant**.
5. Roof membrane must be mechanically attached along the base of walls with screws and plates 12" (305 mm) on center [6" (152 mm) on center for Ballasted Systems].
6. Metal counter flashings may be optional with fully adhered flashings depending on guarantee requirements. Exposed termination bars must be sealed with **Flexseal™ Roofing Cement**.
7. All coated metal curb flashings and loose applied membrane flashings must be provided with separate metal counter flashings, or metal copings.

I. Roof Drains:

1. Roof drains must be fitted with compression type clamping rings and strainer baskets. Original-type cast iron and aluminum drains, as well as retrofit-type cast iron, aluminum or molded plastic drains are acceptable.
2. Roof drains must be provided with a minimum 36" x 36" sump. Slope of tapered insulation within the sump shall not exceed 4" in 12".
3. Extend the roofing membrane over the drain opening. Locate the drain and cut a hole in the roofing membrane directly over the drain opening. Provide a ½" of membrane flap extending past the drain flange into the drain opening. Punch holes through the roofing membrane at drain bolt locations.
4. For cast iron and aluminum drains, the roofing membrane must be set in a full bed of water block on the drain flange prior to securement with the compression clamping ring. Typical water block application is one 10.5 ounce cartridge per drain.
5. Lap seams shall not be located within the sump area. Where lap seams will be located within the sump area, a separate roof membrane drain flashing a minimum of 12" larger than the sump area must be installed. The roof membrane shall be mechanically attached 12" on center around the drain with screws and plates. The separate roof drain flashing shall be heat welded to the roof membrane beyond the screws and plates, extended over the drain flange, and secured as above.
6. Tighten the drain compression ring in place.

J. Expansion Joints:

1. Any prefabricated expansion joint metal nailing strips must be fastened to wood nailers, curbs or secured to walls with appropriate nails or **DRILL-TEC™ Fasteners**.

2. Roof membrane must be mechanically attached along the base of raised curb-expansion joints with screws and plates a minimum of 12" (305 mm) on center. The expansion joint cover bellows shall be at least 2 times the expansion joint opening.
3. Metal nailing strip must be set in **FlexSeal™ Caulk Grade Sealant** and secured with fasteners and neoprene washers fastened 6" (152 mm) on center.
4. Expansion joints may be field fabricated. Reference Attachment I, Scope of Work.

K. Scuppers:

1. Coated-metal roof-edge scuppers must be provided with a min. 4" (102 mm) wide flange nailed to wood nailers, with hemmed edges and secured with continuous clips in accordance with the gravel stop assembly.
2. Coated-metal wall scuppers must be provided with 4" (102 mm) wide flanges, with additional corner pieces pop-riveted to the flanges to create a continuous flange. All flange corners must be rounded.
3. Install wall scuppers over the roof and flashing membrane and secure to the roof deck/wall with **DRILL-TEC™ Fasteners** 6" (152 mm) on center, a minimum of two (2) fasteners per side.
4. All corners must be reinforced with **EverGuard® PVC** or **EverGuard® TPO Universal Corners** or field-fabricated from **EverGuard®** non-reinforced materials.
5. Strip-in scupper with flashing membrane target sheet.
6. Alternately, a wall scupper box may be field-flashed using non-reinforced flashing membrane heat-welded to membrane on the wall face and roof deck. Fully adhere to the scupper box and terminate on the outside wall face with a termination bar and **FlexSeal™ Caulk Grade sealant**.
7. **EverGuard® TPO** has prefabricated scuppers in standard and custom sizes available.

L. Wood Support Blocking:

1. Wood support blocking, typically 4" x 4" (102 mm x 102 mm), is usually installed under light-duty or temporary roof-mounted equipment, such as electrical conduit, gas lines, condensation, and drain lines.
2. Install wood support blocking over a protective layer of **EverGuard® TPO** walkway rolls or PVC walkway pads. Place wood blocking on oversized slip sheet, fold two (2) sides vertically, and fasten with roofing nails into the blocking.

3.07 Traffic Protection

- A. Install walkway pads at all roof-mounted equipment work locations.
- B. Walkway pads must be spaced 6" apart to allow for drainage between the pads.
- C. Heat-weld walkway pads to the roof membrane surface continuously around the perimeter of the pad.

3.08 Roof Protection

- A. Protect all partially and fully completed roofing work from other trades until completion.
- B. Whenever possible, stage materials in such a manner that foot traffic is minimized over completed roof areas.
- C. When it is not possible to stage materials away from locations where partial or complete installation has taken place, temporary walkways and platforms shall be installed in order to protect all completed roof areas from traffic and point loading during the application process.
- D. Temporary tie-ins shall be installed at the end of each workday and removed prior to commencement of work the following day.

3.09 Clean-up

- A. All work areas are to be kept clean, clear and free of debris at all times.
- B. Do not allow trash, waste, or debris to collect on the roof. These items shall be removed from the roof on a daily basis.
- C. All tools and unused materials must be collected at the end of each workday and stored properly off of the finished roof surface and protected from exposure to the elements.
- D. Dispose of or recycle all trash and old roofing materials in a manner conforming to current EPA regulations and local laws.
- E. Properly clean the finished roof surface after completion, and make sure the drains and gutters are not clogged.
- F. Clean and restore all damaged surfaces to their original condition.

II. DEPARTMENT RESPONSIBILITIES

The Department shall:

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

END OF SECTION

**Attachment II
Bid Bond Form
FDC ITB-22-024**

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-22-024 Sumter Correctional Institution Gym Re-Roof 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 FDC ITB-22-024 Sumter Correctional Institution Gym Re-Roof.

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.

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Attachment III
Nondisclosure Agreement for Restricted Information
FDC ITB-22-024

In connection with FDC ITB-22-024, 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-22-024, 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-22-024**

Bids must be firm prices and shall include all applicable fees. The Bidder is required to bid all items listed below to be considered responsive. By submitting pricing below, the Bidder agrees to hold pricing throughout the PO Term.

BASE PROJECT	
BASE QUOTE DESCRIPTION	BASE PRICE
Remove old roofing, furnish, and install a new roof at Sumter Correctional Institution's Gym, in accordance with Attachment I, Scope of Work.	\$ _____

ADDITIONAL REPAIRS		
ITEM #	DESCRIPTION	(A) UNIT PRICE
1	Replace damaged roof decking (per square foot)	\$ _____

THE FOLLOWING INFORMATION MUST BE PROVIDED BY THE BIDDER:

Company Name

FEIN

Authorized Signature

Date

Printed Name and Title of Signer

Florida License Number:

**Attachment V
Bidder's Contact Information and Certification
FDC ITB-22-024**

- 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-22-024

1. **Business/Corporate Experience:** (If the Bidder's Contract price exceeds \$500,000.00) 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 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) working 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) working days to submit its qualification data. (All others use the Minimum Qualification).
2. **Authority to Legally Bind the Vendor:** This is to certify that the person signing the Attachment III, 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. **Insurance:** This is to certify that the awarded Bidder will provide the Department evidence of insurance in effect, equal to or exceeding the limits required in Section 5.12 Insurance.

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-22-024

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-22-024**

- 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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