



FLORIDA DEPARTMENT OF CORRECTIONS

Bureau of Procurement

INVITATION TO BID (ITB)

FOR

Furnishing and Installation of Locking Systems at Lowell Correctional Institution

ITB-20-039

RELEASED ON

June 15, 2020

By the:

**Florida Department of Corrections
Office of Financial Management
Bureau of Procurement
501 S. Calhoun Street
Tallahassee, FL 32399-2500
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**Procurement Officer
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TIMELINE
FDC ITB-20-039

EVENT	DATE/TIME	LOCATION
Release of ITB	June 15, 2020	Vendor Bid System http://www.myflorida.com/apps/vbs
Site Visit (Mandatory)	June 25, 2020 at 1:30 p.m. Eastern Time	Administrative Office of the Lowell CI 11120 NW Gainesville Road Ocala, FL 34482
Last day for written Inquiries to be received by the Department	June 29, 2020 By 5:00 p.m., Eastern Time	Submit to: Florida Department of Corrections Christian DeRocco, Procurement Officer Email: purchasing@fdc.myflorida.com
Anticipated Posting of Written Responses to Written Inquiries	July 27, 2020	Vendor Bid System; http://www.myflorida.com/apps/vbs
Last day for Prequalification packets to be received by the Department	July 31, 2020 by 5:00 p.m., Eastern Time	Submit to: Florida Department of Corrections Christian DeRocco, Procurement Officer Email: purchasing@fdc.myflorida.com
Sealed Bids Due and Opened	August 10, 2020 2:00 p.m., Eastern Time	Submit to: Florida Department of Corrections Christian DeRocco, Procurement Officer 501 South Calhoun Street Tallahassee, Florida 32399-2500 Pursuant to Executive Order 20-52 and in response to the COVID-19 pandemic, visitors are not permitted to attend the bid opening in person. Bidders may attend the bid opening remotely via teleconference. Conference Call Number: (888) 585-9008 Conference Room Number: 701-874-802 The Department reserves the right to modify these guidelines, as necessary.
Anticipated Posting of Recommended Award	September 8, 2020	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 furnish and install locking systems at Lowell Correctional Institution (CI) located at 11120 NW Gainesville Road, Ocala, FL 34482. The Department is advertising this solicitation with the intent to issue a Purchase Order (PO) to the awarded Bidder.

1.2 Minimum Qualifications

All Bidders submitting sealed quotes shall have a minimum of three (3) years of experience in providing and installing related security equipment in correctional settings.

1.3 Issuance of Purchase Order

As a result of this ITB, the successful Responsible Bidder will be issued a 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 at least five (5) calendar days prior to the Bid opening date and include the prequalification confirmation letter with their Bid.

1.5 Bid Guarantee

On projects where the base quote and sum of all additive alternates exceeds \$100,000.00, quotes shall be accompanied by a bid guarantee of not less than five percent (5%) of the amount of the quote, 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 Contractor will not withdraw their quote for a period of 40 days after the scheduled closing time for the receipt of quotes; that if their quote is accepted, they will enter into a written Contract (or purchase order) with the Department in accordance with the form of agreement included as part of the Contract Documents, 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 Contract and give said bonds within ten (10) calendar days after he has received notice of acceptance of his quote, the Contractor 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 Contractor in any particular hereof. The Bid Bond or check shall be returned to all except the apparent lowest two (2) qualified Contractors after the formal opening of sealed quotes. The remaining Bid Bonds or checks will be returned to the two (2) lowest Contractors after the Department and the accepted Contractor have executed the Contract and the Performance, Labor and Material Payment Bonds have been approved by the Department. If the required Contract and Bonds have not been executed within 40 calendar days after the date of the opening of the quotes, then the Bid Bond or check of any Contractor will be returned upon their request, provided he has not been notified of the acceptance of their quote prior to the date of such request.

1.6 Performance, Labor, and Material Payment Bonds

NOTICE: Performance, Labor, and Material Payment Bonds are required only when the Contract Amount Exceeds \$100,000.00.

The Contractor shall furnish the Department with a 100% Performance Bond and a 100% Labor and Material Payment Bond, written by a Surety Company acceptable to the Department, and authorized to do business in the State of Florida. The form of bond shall be as prescribed in these specifications.

The cost of the Performance, Labor, and Material Payment Bonds shall be borne by the Contractor. The Bonds shall be accompanied by a duly authenticated or certified document, in duplicate, evidencing that the person executing the Bonds on behalf of the Surety had the authority to do so on that date of the Bond. In the usual case, the conferring of that authority has occurred prior to the date of the Bond, and the document showing the date of appointment and enumeration of powers of the person executing the Bond is accompanied by a certification that the appointment and powers have not been revoked and remain in effect. The date of that certification shall be dated the same date as the Bonds, and the Bonds shall be dated the same date as the Contract.

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 one 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 Teresa Nichols at: Teresa.Nichols@fdc.myflorida.com at least two (2) business days prior to the site visit** and furnish the following information for all attendees: the attendee's full name, race, gender, social security number, date of birth and driver's license number and state of issuance.

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

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

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

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

All Department security procedures shall apply.

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

1.8 Conflicts and Order(s) of Precedence

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

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

1.9 Definitions

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

- a. **Bid:** A Bidder's response to this ITB, which the Bidder shall submit on Department approved forms.
- b. **Bidder, Contractor, or Vendor:** A legally qualified corporation, partnership, or other business entity that submits a Bid to the Department in response to this ITB.
- c. **Contract:** The PO issued to the awarded Bidder as a result of this ITB.
- d. **Day:** A calendar day, unless otherwise noted.
- e. **Department (FDC):** The Florida Department of Corrections.
- f. **Mandatory Responsiveness Requirements:** Terms, conditions, and requirements that must be met by the Bidder to be considered responsive to this solicitation.
- g. **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 Bidder over other Bidders, has a potentially significant effect on the quantity or quality of items Bid, or on the cost to the Department.
- h. **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.
- i. **PCard:** The State of Florida's purchasing card program which utilizes the Visa platform.
- j. **Responsible Bidder:** A Bidder who has the capability to fully perform all aspects of the Contract requirements, and the integrity and reliability to ensure good faith performance.
- k. **Responsive Bid:** A Bid, submitted by a Responsible Bidder, that conforms to all material aspects of this ITB.
- l. **Specifications:** The detailed conditions and requirements of the ITB and resulting Contract, including technical specifications, and other descriptions of the work, as set forth in the ITB documents.
- m. **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.

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SECTION 2.0 SCOPE OF WORK

2.1 Specifications

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

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 II, Nondisclosure Agreement for Restricted Information, to the Procurement Officer listed in Section 4.2, Bidder Inquiries.

2.2 Proximity Requirements

Per Chapter 60D-5, F.A.C., the awarded Bidder must agree to establish or already have, an active office, or an ongoing project, located within 300 road miles of the project site.

2.3 Estimated Quantities

Quantities listed are given only as a guideline for preparing a Bid and awarding a Contract and should not be construed as representing actual quantities to be purchased.

2.4 Warranty

Equipment and manufacturing workmanship shall be warranted by the awarded Bidder against mechanical, electrical, and workmanship defects for a warranty period of at least one (1) year after installation, or the period stated in the Manufacturer's warranty, whichever is greater. 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, or insurrections.

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.

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 resulting Contract. The Bidder agrees it will be assessed a reasonable amount of financial consequences, in accordance with Florida Statute, which are not intended to be a penalty, and are solely intended to incentivize performance under the Contract. Accordingly, and unless otherwise stated in this ITB, financial consequences shall be assessed in the amount of \$100 per calendar day for each day the Bidder fails to complete the services in excess of the days established on Attachment III, Price Page submitted by the awarded Bidder, subject to the force majeure provisions of the Contract.

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

Nothing in this section shall be construed to make the Bidder liable for delays that are beyond their reasonable control. The Department's Contract Manager, or designee, shall make the determination as to what the term "reasonable" will mean in the context of any delay. Nothing in this section shall limit the Department's right to pursue other remedies at 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 locations serviced in the Contract when considered to be in its best interest and within the general scope of this ITB. Pricing shall be comparable to amounts awarded as a result of this ITB.

3.2 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., said information is recognized by the Bidder to be a public record and, absent a provision of law or administrative rule or regulation requiring otherwise, shall be made available for inspection and copying by any person upon request as provided in Chapter 119, F.S. The Bidder agrees to (a) keep and maintain public records required by the Department in order to perform the service; (b) upon request from the Department's custodian of public records, provide the Department with a copy of the requested records 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 as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term, and following completion of the Contract if the Bidder does not transfer the records to the Department; and (d) upon completion of the Contract, transfer, at no cost, to the Department all public records in possession of the Bidder or keep and maintain public records required by the Department to perform the service. If the Bidder transfers all public records to the Department upon completion of the Contract term, then the Bidder shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Bidder keeps and maintains public records upon completion of the Contract, the Bidder shall meet all applicable requirements for retaining public records.

All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department. Unless a greater retention period is required by State or federal law, all documents pertaining to the program contemplated by this ITB shall be retained by the Bidder for a period of five (5) years after the termination of the Contract or longer as may be required by any renewal or extension of the Contract. Pursuant to Section 287.058(1)(c), F.S., the Department is allowed to unilaterally cancel the Contract for refusal by the Bidder to allow public access to all documents, papers, letters, or other material made or received by the Bidder in conjunction with the Contract, unless the records are exempt from Section 24(a) of Art. I of the State Constitution and Sections 119.07(1) and 119.071, F.S.

The Bidder further agrees to hold the Department harmless from any claim or damage including reasonable attorney's fees and costs or from any fine or penalty imposed as a result of failure to comply with the public records law or improper disclosure of confidential information and 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 III, 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/services provided.

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SECTION 4.0 PROCUREMENT RULES AND INFORMATION

4.1 General Instructions to Respondents (PUR 1001)

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

4.2 Bidder Inquiries

Questions related to this ITB must be received in writing, via email, by the Procurement Officer listed below, within the time indicated in the Timeline. Inquiries submitted after the period specified in the Timeline, will not be acknowledged.

The Department's responses to written questions will be posted on the Vendor Bid System (VBS) on or about the date referenced in the Timeline. The VBS is located at <http://www.myflorida.com/apps/vbs>.

Christian DeRocco, Procurement Officer
Bureau of Procurement
Florida Department of Corrections
501 South Calhoun Street
Tallahassee, FL 32399-2500
Telephone: (850) 717-3700
Email: Purchasing@fdc.myflorida.com

Between the release of the solicitation, and the end of the 72-hour period following posting of notice of intention to award (72-hour period excludes Saturdays, Sundays, and State holidays), Bidders responding to this solicitation, or persons acting on their behalf, may not contact any employee, or officer, of the executive, or legislative branches of government, concerning any aspect of this solicitation, except in writing to the Procurement Officer as provided in this solicitation. Violation of this provision may be grounds for rejecting a response.

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

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. In order to expedite the review of Bids, it is essential that Bidders 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, sign, date, and return Attachment III, Price Page. By submitting a Bid(s) in response to this ITB, each Bidder warrants its agreement to the prices provided and will hold pricing as Bid throughout the Contract term. Bids should be submitted with the most favorable pricing terms the Bidder can offer the State. Any modifications, qualifications, counteroffers, deviations, or challenges will not be accepted and may render a Bid non-responsive.

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

If a submitted Attachment III, 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 III
- 2) Bidder's Contact Information and Certification – Attachment IV
- 3) Certification/Attestation Form- Attachment V
- 4) Prequalification confirmation letter

5) Certification of a Drug-Free Workplace Program form, if applicable – Attachment VI

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 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 made a request for additional information. Department staff will not be held responsible for the inadvertent opening of a Bid response if it is not properly sealed, addressed, or identified. 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 Grand Total Price, as specified in Attachment III, Price Page. The Bidder is required to bid on all items per Group, in order for their Bid to be considered responsive.

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

4.11 Disposal of Bids

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

4.12 Bid Rules for Withdrawal

A Bid may be withdrawn by submitting a written request for its withdrawal to the Department's Procurement Officer. The withdrawal request must be signed by an authorized representative of the Bidder and must be received within 72 hours after the Bid submission date indicated in the Timeline. Any other Bid shall remain valid for 180 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 Verbal Instruction Procedure/Discussions

The Bidder shall not initiate, or execute, any negotiation, decision, or action arising from any verbal discussion with any State employee. Only written communications from the Department's Procurement Officer are considered duly authorized expressions on behalf of the State. Additionally, only written communications from a Bidder are recognized as duly authorized expressions on behalf of the Bidder. Any discussion by a Bidder with any employee, or representative of the Department, involving cost or price information, occurring prior to the posting of the Notice of Agency Decision, may result in rejection of that Bidder's Bid.

4.15 No Prior Involvement and Conflict of Interest

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.

4.16 State Licensing Requirements

As applicable, all entities defined under Chapters 607, 617, or 620, F.S., seeking to do business with the Department shall be on file and in good standing with the Florida Department of State, or provide certification of exemption from this requirement.

4.17 MyFloridaMarketPlace (MFMP)

Each Bidder doing business with the State of Florida, as defined in Section 287.012., F.S., shall maintain an active registration in the MFMP Vendor Information Portal (VIP) unless exempted under Rule 60A-1.031, Florida Administrative Code (F.A.C.). A Bidder not currently registered in the MFMP VIP system shall do so within five (5) days of award, unless otherwise exempt.

Registration may be completed at <http://vendor.myfloridamarketplace.com>. Those needing assistance may contact the MFMP Customer Service Desk at 1-866-352-3776 or vendorhelp@myfloridamarketplace.com.

The Department has determined that payments to be made under this Contract are not subject to the MyFloridaMarketPlace Transaction Fee pursuant to Rule 60A-1.032,(2)(c), F.A.C. Form PUR3777, Notice of Transaction Fee Exemption, will be filed by the Department.

4.18 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 clearly titled "Redacted Copy." The redacted copy shall be provided to the Department at the same time the Bidder submits its response to the solicitation and must only exclude or redact those exact portions which are claimed confidential, proprietary, or trade secret. The Bidder shall be responsible for defending its determination that the redacted portions of its response are confidential, trade secret or otherwise not subject to disclosure. Further, the Bidder shall protect, defend, and indemnify the Department for any and all claims arising from or relating to Bidder's determination that the redacted portions of its response are confidential, proprietary, trade secret or otherwise not subject to disclosure. If the Bidder fails to submit a redacted copy with its response, the Department is authorized to produce the entire documents, data, or records submitted by the Bidder in answer to a public records request for these records. In no event shall the Department, or any of its employees, or agents, be liable for disclosing, or otherwise failing to protect, the confidentiality of information submitted in response to this solicitation.

4.19 E-Verify

In accordance with 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 to be in compliance with this provision.

4.20 Vendor Substitute W-9

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

4.21 Scrutinized Companies Certification

The Bidder certifies they are not listed on the Scrutinized Companies that Boycott Israel List, created pursuant to 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 certifies that they are not listed on either the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Sections 215.473, F.S., and 215.4725, F.S., and further certifies they are not engaged in business operations in Cuba or Syria. Pursuant to Sections 287.135(5), F.S., and 287.135(3), F.S., the Bidder agrees the Department may immediately terminate the resulting 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 or proposal 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.

4.22 Identical Tie Bids

During the solicitation evaluation process, if the Department receives identical pricing or scoring from multiple Bidders, the Department shall determine the order of award using the criteria set forth in Sections 295.187, 287.082, 287.084 and 287.087 F.S.

4.23 Rejection of Bids

The Department reserves the right to reject any and all Bids received in response to this ITB.

4.24 Protest Procedures

Pursuant to Section 120.57(3), F.S, a Notice of Protest or Formal Written Protest must be filed 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 facsimile 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 regular business hours (8:00 a.m. to 5:00 p.m., ET) will be filed the next business day. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

4.25 Inspector General

The Bidder shall comply with Section 20.055(5), F.S., which states; it is the duty of every state officer, employee, agency, special district, board, commission, Vendor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review or hearing.

4.26 Cooperation with the Florida Senate and Florida House of Representatives

In accordance with Florida law, the Bidder 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 Bidder is strictly prohibited from enforcing any nondisclosure clauses conflictive with this requirement.

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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, it is vital that minority-owned, women-owned, and service-disabled veteran-owned business enterprises 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:

http://dms.myflorida.com/other_programs/office_of_supplier_divresity_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 resulting 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.

5.4 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 with respect to 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 resulting Contract requirements. All payments to subcontractors shall be made by the Bidder. The Department is only authorized to pay the awarded Bidder for any services or commodities provided under the Contract.

If a subcontractor is utilized by the Bidder, the Bidder shall pay the subcontractor within seven (7) business days after any payment is received from the Department, in accordance with 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 resulting from this ITB. If the Bidder fails to pay the subcontractor within seven (7) business days, the Bidder shall pay a penalty to the subcontractor in the amount of one-half ($\frac{1}{2}$) 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

Where Contract activities produce original writing, sound recordings, pictorial reproductions, drawings, other graphic representation, and/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 have others acting on behalf of the Department to do so also. If the materials so developed are subject to copyright, trademark, patent, 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 State of Florida, Department of State for the exclusive use and benefit of the State. Pursuant to 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 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 and other documentation produced as part of the Contract shall become the exclusive property of the State of Florida, Department of State, with the exception of data processing software developed by the Department pursuant to Section 119.084, F.S., and may not be copied or removed by any employee of the Bidder without express written permission 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 will afford the Bidder full opportunity to defend the action and control the defense of such claim.

Further, if such a claim is made, or is pending, the Bidder may, at its option and expense, procure for the Department the right to continue the use of, replace, or modify the article to render it non-infringing. (If none of the alternatives are reasonably available, the Department agrees to return the article to the 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(s) 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 and responsibilities. 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 herein. Nothing is intended to, nor shall be deemed to constitute a partnership, or a joint venture, between the parties.

5.7 Assignment

The 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 for the purposes of lobbying 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

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 thereto, 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.

The awarded Bidder shall ensure services provided in the Contract are in compliance with all federal, State, county and local laws, and all ordinances, rules, and regulations.

5.12 Insurance

The Bidder agrees to continuously provide adequate, comprehensive insurance coverage, and to hold such insurance at all times during the existence of the Contract. The Bidder accepts full responsibility for identifying and determining the type(s) and extent of insurance necessary to provide reasonable financial protection for the Bidder, and the Department, under the Contract. At a minimum, such insurance shall include workers' compensation and employer's liability insurance, per Florida statutory limits, covering all employees engaged in any work under the Contract; commercial general liability coverage; and automobile liability insurance covering all vehicles, owned or otherwise, used in the Contract work. The Bidder may be required to furnish the Department written verification of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Department reserves the right to require additional insurance where appropriate.

If the 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 any 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-20-039**

The Scope of Work to be utilized and followed when performing work under this ITB and resulting Purchase Order are identified as “Restricted” and are not available for public viewing. The Restricted Scope of Work will be made available to interested Bidders for the development of bids. To obtain a copy of the Restricted Scope of Work, Bidders must email a signed copy of Attachment II, Nondisclosure Agreement for Restricted Information, to the Procurement Officer listed in Section 4.2, Bidder Inquiries. Once the signed agreement is received by the Procurement Officer, the Department will provide the Restricted Scope of Work to the Bidder, via email.

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

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**Attachment II – Nondisclosure Agreement for Restricted Information
FDC ITB-20-039**

In connection with FDC ITB-20-039 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-20-039, 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 _____, 2020

By: _____
(Signature)

Name: _____
(Printed)

Title: _____

Company Name: _____

**Attachment III – Price Page
FDC ITB-20-039**

The Bidder shall provide pricing for each item in each Group, in order for their Bid to be considered responsive.

Group I	
PROJECT DESCRIPTION	PROJECT PRICE
Furnish and install locking systems at Lowell CI in accordance with applicable plans and specifications in Attachment I - Scope of Work, to include any removal of the current system that may be required.	\$

Group II				
ITEM #	DESCRIPTION	(A) ESTIMATED QUANTITY	(B) PRICE PER FOOT	(A x B) ESTIMATED TOTAL PRICE
1	Furnish and install conduit (0'-25'), as required.	1,000 ft	\$	\$
2	Furnish and install conduit (over 25'), as required.	1,000 ft	\$	\$
Group II Total Price				\$

PROJECT PRICE	\$
GROUP II TOTAL	\$
GRAND TOTAL PRICE (Sum of Project Price + Group II Total Price)	\$

THE FOLLOWING INFORMATION MUST BE PROVIDED BY THE BIDDER:

Installation: Within _____ days of PO Issuance.

Company Name

FEIN

Authorized Signature

Date

Printed Name and Title of Signer

**Attachment IV – Bidder’s Contact Information and Certification
FDC ITB-20-039**

- 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 4.21, 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 V – Certification/Attestation Form
FDC ITB-20-039**

1. **Business/Corporate Experience:** This is to certify that the Bidder has a minimum of three (3) years providing and installing equipment in a correctional setting.
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.

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 VI – Certification of Drug-Free Workplace Program
FDC ITB-20-039**

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. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or 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 VII – Key Control and Locking Systems Procedure
FDC ITB-20-039**

The Key Control and Locking Systems Procedure (Procedure Number 602.039), to be utilized and followed when performing work under this ITB, is identified as “Restricted” and is not available for public viewing. The Restricted Key Control and Locking Systems Procedure 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 II, Nondisclosure Agreement for Restricted Information, to the Procurement Officer listed in Section 4.2, Bidder Inquiries. Once the signed agreement is received by the Procurement Officer, the Department will provide the Restricted procedure to the Bidder, via email.

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

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**Attachment VIII – Security Requirements
FDC ITB-20-039**

- 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 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 or any prescription or nonprescription drug having a hypnotic, stimulating, or depressing effect.
 - 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. This includes, but is 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 in a rapid and effective manner. 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 prior to 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. Construction materials and debris can be used by inmates 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 assuring 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 prior to 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.