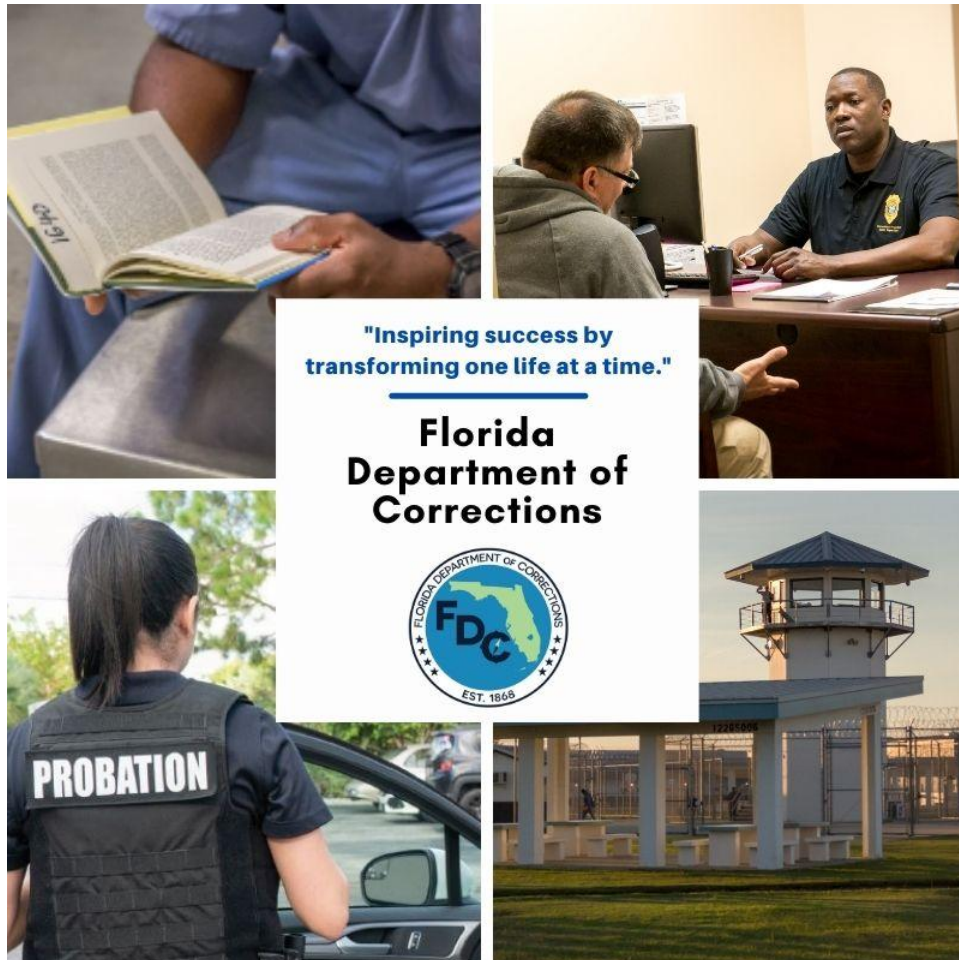


Invitation to Bid (ITB)



Statewide HVAC Maintenance, Repair, Installation, and Replacement Services FDC ITB-25-010

Sarah Weirick
Procurement Officer
Florida Department of Corrections
501 South Calhoun Street
Tallahassee, FL 32399

TABLE OF CONTENTS

SECTION 1.0: DEFINITIONS.....	4
SECTION 2.0: INTRODUCTION.....	6
2.1 Overview	6
2.2 ITB Timeline	6
SECTION 3.0: KEY INFORMATION	7
3.1 Background	7
3.2 Statement of Purpose	7
3.3 ITB Outcome	7
SECTION 4.0: STATEMENT OF WORK	10
4.1 Specifications	10
4.2 Warranty Requirements	12
4.3 Performance Measures and Financial Consequences	12
SECTION 5.0: Bid Process and Vendor Information	14
5.1 General Instructions.....	14
5.2 Vendor Questions	14
5.3 Vendor Ombudsman	15
5.4 Bid Submissions	15
5.5 Other Vendor Requirements.....	18
5.6 Public Bid Opening	18
5.7 Bid Evaluation	18
5.8 No Prior Participation or Conflict of Interest.....	20
5.9 Protest Procedures	20
SECTION 6.0: OTHER TERMS AND CONDITIONS.....	21
6.1 Vendor Diversity.....	21
6.2 Environmental Considerations.....	21
6.3 Intellectual Property.....	21
6.4 Insurance	22
6.5 PCard Payments.....	23
6.6 Special Conditions	23
6.7 Independent Contractor Status	25
6.8 Assignment.....	26
6.9 Use of Funds for Lobbying Prohibited.....	26
6.10 Reservation of Rights	26
6.11 Convicted Felons	26
6.12 Taxes.....	26
6.13 Safety Standards	26

6.14	Conflict of Law and Controlling Provisions.....	26
6.15	Termination.....	27
6.16	Indemnification.....	28
6.17	Audit Records.....	28
6.18	Americans with Disabilities Act	28
6.19	Prison Rehabilitative Industries and Diversified Enterprises (PRIDE)	28
6.20	Products Available from the Blind or Other Handicapped (RESPECT)	29
ATTACHMENT I – PRICE SHEET		30
ATTACHMENT II – VENDORS CONTACT INFORMATION		34
ATTACHMENT III – CERTIFICATION OF DRUG FREE WORKPLACE PROGRAM		35
ATTACHMENT IV – SECURITY REQUIREMENTS FOR CONTRACTORS		36
ATTACHMENT V – SERVICE LOCATIONS		39
ATTACHMENT VI – PASS/FAIL REQUIREMENT CERTIFICATION AND NON-COLLUSION CERTIFICATION		48
ATTACHMENT VII – FOREIGN COUNTRY OF CONCERN ATTESTATION (PUR 1355).....		51
ATTACHMENT VIII – FORCED LABOR VENDOR ATTESTATION (PUR 2024)		52
ATTACHMENT IX – VENDOR CERTIFICATION FORM (PUR 7801).....		53
ATTACHMENT X – SUBCONTRACTING FORM		55

SECTION 1.0: DEFINITIONS

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

- 1.1 Agency Term Contract (ATC or Contract):** The written Contract between the Department and the successful Vendor, which results from this ITB and is mandatory for use by the entire Department.
- 1.2 Bid:** A Vendor's response to this ITB.
- 1.3 Business Day:** Days Monday through Friday, excluding State holidays or other official closures.
- 1.4 Business Hour:** Monday through Friday from 8:00 a.m. to 5:00 p.m., Eastern Time (E.T.), excluding State holidays or other official closures, unless otherwise stated in this ITB or resulting Contract.
- 1.5 Contract Manager:** The Department employee, or designee, who will serve as a liaison between the Vendor and Department under the Contract, and will monitor the Contractor's progress and Contract performance to ensure the procured products and services conform to the Contract's requirements.
- 1.6 Day:** A calendar day, unless otherwise noted.
- 1.7 Department or FDC:** The Florida Department of Corrections.
- 1.8 Hour(s):** Includes Business Hours and non-business hours.
- 1.9 Material Deviation(s):** A deviation from the requirements and specifications herein, which, in the Department's sole discretion, is not in substantial accord with the requirements and specifications, provides a significant competitive advantage to a single Vendor over other Vendors, has a potentially significant effect on the quantity or quality of items bid, or on the cost to the Department.
- 1.10 Minor Irregularity:** A variation from the requirements and specifications herein that does not give the Vendor a significant competitive advantage or benefit not enjoyed by other Vendors, and does not adversely impact the Department's interests.
- 1.11 Purchasing Card (PCard):** The State of Florida's purchasing card program that utilizes the Visa platform.
- 1.12 Purchase Order (PO):** The form or format which the Department utilizes through MyFloridaMarket Place/Ariba on Demand (MFMP/AOD) to make a purchase under a Contract.
- 1.13 Responsible Vendor:** A Vendor who has the capability in all respects to fully perform the Contract requirements and the integrity and reliability that will assure good faith performance.
- 1.14 Responsive Bid:** A Bid, submitted by a Responsible Vendor, which conforms to all material aspects of this ITB.
- 1.15 State:** State of Florida
- 1.16 Subcontract:** An agreement between the Vendor and any other person or organization wherein that person or organization agrees to perform any requirement(s) for the Vendor, specifically related to securing or fulfilling the Vendor's obligations to the Department under the terms of any Contract which may result from this ITB.
- 1.17 Subcontractor:** An individual, firm, or corporation that holds a Contract with the Contractor or any

other Subcontractor to perform any obligation or duty on behalf of the Vendor, specifically related to securing or fulfilling the Vendor's obligations to the Department under the terms of the Contract resulting from this ITB.

- 1.18** **Vendor:** A legally qualified corporation, partnership, or other business entity submitting a Bid to the Department in response to this ITB.

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SECTION 2.0: INTRODUCTION

2.1 Overview

The Department has a need to contract with Vendors to install, maintain, and repair HVAC systems and service refrigeration units for the Florida Department of Corrections (Department) statewide. The Department is selecting a vendor for each of its four (4) regions.

2.2 ITB Timeline

The Department established the following Timeline for this ITB. Each Vendor must adhere to this Timeline and any Timeline revision(s). The Department will post any Timeline revision as an addendum to the ITB advertisement in accordance with Section 3.2.1 of this ITB. All references to the "Timeline" herein refer to the Timeline in this Section. All times below are Eastern Time (E.T.).

EVENT	DATE/TIME	LOCATION
Release of ITB	October 2, 2025	Vendor Information Portal (VIP): Vendor.myfloridamarketplace.com/
Pre-Bid Conference (Voluntary)	October 13, 2025 at 10:00 a.m.	Florida Department of Corrections 501 South Calhoun Street Tallahassee, FL 32399
Last Day for Written Inquiries to be received by the Department	October 17, 2025 at 5:00 p.m.	Submit to: Florida Department of Corrections Sarah Weirick, Procurement Officer Email: Purchasing@fdc.myflorida.com
Anticipated Posting of Written Responses to Written Inquiries	October 21, 2025	VIP: Vendor.myfloridamarketplace.com/
Last Day for Prequalification packets to be received by the Department	October 22, 2025 at 5:00 p.m.	Submit to: Florida Department of Corrections Sarah Weirick, Procurement Officer Email: Purchasing@fdc.myflorida.com Subject: FDC ITB-25-010 Statewide HVAC Maintenance, Repair, Installation, and Replacement Services
Sealed Bids Due and Opened	November 3, 2025 at 2:00 p.m.	Submit to: Florida Department of Corrections Sarah Weirick, Procurement Officer 501 South Calhoun Street Tallahassee, Florida 32399-2500 Subject: FDC ITB-25-010 Statewide HVAC Maintenance, Repair, Installation, and Replacement Services
Anticipated Posting of Recommended Award	November 2025	VIP: Vendor.myfloridamarketplace.com/

SECTION 3.0: KEY INFORMATION

3.1 Background

As Florida's largest agency, and the third-largest state prison system in the United States, the FDC has 24,000 full-time employees, incarcerates approximately 80,000 inmates, and supervises nearly 145,000 offenders in the community. The Department's Office of Institutions manages 143 facilities statewide, including major institutions, annexes, work camps, road prisons, forestry camps, re-entry centers, and community release centers. The Department's Office of Community Corrections monitors and supervises adult offenders out of 130 offices within 20 judicial circuits. The Department divides its operations geographically into four (4) regions: Region I (the Panhandle), Region II (North Florida), Region III (Central Florida), and Region IV (South Florida). Each region has a Regional Director of Institutions who supervises all Wardens in that region and a Regional Director of Community Corrections who supervises all Circuit Administrators in that region.

3.2 Statement of Purpose

The purpose of this ITB is to secure Responsive Bids from Responsible Vendors to install, maintain, and repair HVAC systems and service refrigeration units at various correctional institutions throughout the State. Service locations identified by Region may be found in **Attachment V – Service/Locations** of this ITB. The Department is issuing this ITB to establish a new ATC.

3.2.1 ITB Modifications

Once the Department advertises this ITB on the VIP, if it needs to change, supplement, modify or revise any portion of its contents or exhibits, attachments, or other materials, it will advertise supplemental information as an addendum to this ITB on the VIP. Interested parties are responsible for monitoring the VIP website for addenda relative to this ITB.

3.2.2 Order of Precedence

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

- A) ITB addenda, in reverse order of issuance;
- B) This ITB document, including any attachments or exhibits;
- C) Form PUR 1000, referenced in Section 5.1 of this ITB; then
- D) Form PUR 1001, referenced in Section 5.1 of this ITB.

3.3 ITB Outcome

3.3.1 Contract Term and Renewal

As a result of this ITB, the Department will award the successful Vendor(s) a Contract up to five (5) years. The awarded Contract may be renewed in accordance with Section 287.057(14), Florida Statutes (F.S.), Contract pricing will be fixed, as specified in the Vendor's completed **Attachment I – Price Sheet**.

3.3.2 Purchases and Invoicing

The Department may issue POs through MFMP/AOD or pay for deliverables via PCard. Throughout the Contract term, the Vendor shall invoice the Department in arrears, as required by Section 215.422, F.S. The Vendor's invoice shall include its name, mailing address, federal tax identification number (FEIN), Contract number, PO number, the dates of service (if applicable), items provided (if applicable), and all relevant supporting documentation.

3.3.3 Substitutions

Upon Contract execution and PO issuance, the Vendor must provide only the services awarded. Substituted services sent to without prior approval by the Department are prohibited, will be corrected at the Vendor's expense, and may lead to termination of the Contract.

If an awarded service cannot be provided for reasons beyond the Vendor's control, such as a product discontinuance, the Vendor shall propose an alternative product to the Contract Manager for approval within 10 Days of receiving a PO from the Department. The alternative product must meet or exceed the terms, conditions, and requirements applicable to the product originally awarded. The Department may require a sample of the alternative item for review prior to approval. If required, the Vendor will deliver the sample to the Department's Central Office in Tallahassee, FL, or other locations as directed, at no cost to the Department. If the Vendor wants the sample returned, it will pay for shipping the item(s) back after the Department completes its review.

3.3.4 Addition/Deletion of Items or Service Locations

The Department reserves the right to add or delete products and service locations after Contract execution when it is in the Department's best interest and within the general scope of this ITB. The Vendor's pricing for items and service locations added or substituted must be comparable to the prices established by this ITB. Any modification to add or delete items or service locations will become effective only upon execution of a written amendment to the Contract.

3.3.5 Subcontracts

With prior written consent from the Department, the Vendor may enter written Subcontracts to fulfill its Contract duties as indicated in this ITB. The Vendor must disclose anticipated Subcontracts at the time of Bid submission (using Attachment X – Subcontracting Form) and must provide a copy of the proposed Subcontract to the Department with its Bid. No Subcontract into which the Vendor enters for the performance of its duties under the Contract shall in any way relieve the Vendor of responsibility or liability associated with the performance of its Contract duties. All Subcontractors shall comply with the Contract requirements to the same extent as the successful Vendor, including requirements regarding background checks and other security measures.

The Department will only pay the Vendor for deliverables provided under the Contract. The Vendor shall make all payments to Subcontractors within seven (7) Business Days after any payment is received from the Department, per Section 287.0585, F.S. The Department shall not be liable to any Subcontractor for any expenses incurred under the Subcontract. The Vendor assumes sole responsibility for all expenses and liabilities incurred under a Subcontract. If the Vendor fails to pay the Subcontractor within seven (7) Business Days, the Vendor shall pay the penalty to the Subcontractor in the amount of one-half (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.

All Subcontracts shall comply with the Department's Procedure 205.002 "Contract Management", and shall include the items noted below:

- Identity of the Subcontractor (i.e., company, individual, etc.) that will be performing the Subcontracted services;
- Qualifications of the Subcontractor including any license(s) and certification(s) provided by the Subcontractor, required to perform the subcontracted services; and
- Include the specific clauses noted below from the Contract between the Contractor and the Department:
 - Cooperation with the Inspector General;
 - Cooperation with the Florida Senate and the Florida House of Representatives;
 - E-Verify; and
 - Staff Background/Criminal Records Checks.

Additionally, all Subcontractor agreements must include a statement from the proposed Subcontractor acknowledging acceptance of and intent to be bound by the Contract terms included in the Contract between the Department and the Contractor.

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SECTION 4.0: STATEMENT OF WORK

4.1 Specifications

The Vendor shall provide, install, maintain, and repair HVAC systems and service refrigeration units as specified in this ITB. **Attachment I – Price Sheet**, which reflects the requirements for the products sought. The Vendor must bid only the items specified in this ITB unless an equivalent has been reviewed and approved by the Department following the process below. The items sought in this ITB will be considered deliverables in the Contract.

4.1.1 Scope of Work

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

1. Installation of HVAC Systems including but not limited to the following items and its associated parts/components:
 - a. Air Handlers (AHU);
 - b. Chillers;
 - c. Chilled Water System;
 - d. Cooling Towers;
 - e. Boilers;
 - f. Variable Air Volume Systems (VAV);
 - g. Fan Coil Units (FCU); and
 - h. Exhaust Fans.
2. Provide full maintenance of HVAC Systems, including but not limited to the diagnosis, repair, replacement, and installation of HVAC systems at institutions within the awarded Region. Maintenance services also includes the following:
 - a. Troubleshoot and identify malfunctions or issues with current HVAC systems;
 - b. Remove and dispose of parts or HVAC systems that can no longer be repaired;
 - c. Install new HVAC systems as needed;
 - d. Test newly installed HVAC systems to ensure successful functionality; and
 - e. Configure HVAC systems per FDC standards.
3. Furnish supplies required to diagnose, repair, replace, and install HVAC systems at institutions within the awarded Region;
 - a. Order and supply applicable parts to repair or maintain the Department's HVAC systems;
 - b. All replacement parts must be of equal or greater quality to existing parts; and
 - c. All parts must be original equipment manufacturer (OEM) or compatible.
4. Provide full maintenance and repair services for the Department's refrigeration units outside of food service.
5. Provide all required labor hours to repair, replace, and install HVAC systems at institutions within the awarded Region.
6. The Contractor(s) shall adhere to the following response times:
 - a. The Contractor(s) shall respond to Department-initiated service requests within 24 Business Hours of being notified, unless the request is classified by the Department as an emergency.
 - b. The Contractor(s) shall begin work within seven (7) Business Days of receiving a service request, unless the Department specifies a start date.
 - c. The Contractor(s) must respond to emergency requests within four (4) Hours of a Department-initiated request.

- d. For Department-specified emergencies, the Contractor(s) shall begin work within 24 Hours of notification.
7. If required, the Contractor(s) will provide approved Chlorofluorocarbons (CFO) Technician Certificates for all technicians involved in the recycling or reclamation of refrigerant while performing work under the Contract in accordance with Section 608 of the 1990 Clean Air Act, Environmental Protection Agency (EPA).
8. The Contractor(s) shall coordinate with the Contract Manager to schedule all required inspections for newly installed equipment. The Contractor is solely responsible for failed inspections, required re-inspections, and associated fees, which cannot be charged to the Department.
9. The Contractor(s) shall supervise all technicians working under the Contract.
 - a. All technicians must possess the appropriate certifications/licenses (apprentices will be directly supervised by a licensed technician); and
 - b. All technicians must be qualified and experienced in relevant equipment/software.
10. For the duration of the Contract, the Contractor(s) shall possess a State of Florida Contractor License with a Class A Air Conditioning Certification and/or a Mechanical Contractor License.
11. For the duration of the Contract, the awarded Contractor(s) will possess an Occupational License to conduct business in the State of Florida.
12. The Contractor(s) must provide a minimum of a one (1) year warranty, in addition to any manufacturer's warranties for all equipment and parts.
13. The Department will:
 - a. Provide access to areas required for HVAC system repair or installation;
 - b. Provide temporary fencing, if required; and
 - c. Provide access to areas required for refrigeration repair or maintenance.

4.1.1 Delivery

The Contractor shall provide the services specified in **Section 4** of this ITB within 30 Days of PO issuance unless a different time is agreed to by the Department as documented on a PO. Deliveries must be made between 8:30 a.m. and 4:00 p.m., local time, Monday through Friday, excluding State holidays and other official closures, unless otherwise stated on a PO.

4.1.2 Damaged Goods

The Contractor shall file, process, and collect all claims for damaged goods. To assist the Vendor in the efficient handling of damage claims, the Department's staff receiving goods will:

- A) Record any visible damage on all copies of the delivery carrier's Bill of Lading and provide the Contractor(s) with a copy;
- B) Report visible damage to the Contractor(s) in writing within 15 Days of delivery; and
- C) Retain the damaged item(s) and, if possible, its shipping container, including packing material, until the delivery carrier performs inspections and the issue is resolved with the Contractor(s).

4.1.3 Summary Reports

The Contractor(s) shall provide the Contract Manager a report of all Contract purchases at the end of each calendar quarter (March, June, September, and December). These quarterly reports must provide, at minimum, the 1) total number of orders placed during the quarter, 2) total dollar value of orders placed during the quarter, 3) total number of each item sold during the quarter, and 4) total dollar value of all items sold during the Contract term to date.

The Department may, at its sole discretion, develop a format for the Vendor to use in reporting the information above. The Contractor(s) shall utilize any format developed by the Department for this purpose. The Contractor(s) failure to provide a quarterly report within 30 Days following the end of a quarter may result in the assessment of financial consequences or termination of the Contract.

4.2 Warranty Requirements

The Contractor(s) shall guarantee all items purchased against nonconformance and manufacturing and design defects. Upon notification of the defect by the Department, the Contractor(s) will promptly cure any nonconforming or defective goods at no additional cost to the Department. The Contractor(s) will bear all costs associated with curing the defect or nonconformance, including shipping/re-shipping and inspection costs. The Contractor(s) must provide a minimum of a one (1) year warranty, in addition to any manufacturer's warranties.

4.3 Performance Measures and Financial Consequences

The Department desires to contract with a Vendor who demonstrates its willingness to be held accountable for the achievement of successful Contract performance. By submitting a Bid, the Vendor agrees to the Department's assessment of financial consequences, which are not intended to be a penalty but to incentivize the Vendor's performance under the Contract.

The performance measures below list the key expectations most critical to the success of the Contract and the financial consequence the Department will assess if an expectation is not met. If a Vendor is unable to achieve a performance measure expectation because of unforeseen circumstances outside of its control, the Vendor may submit a written request, in advance, to the Contract Manager to waive the assessment of the associated financial consequence. The Contract Manager will then review the request to determine whether mitigating circumstances existed beyond the Vendor's control. For the Department to approve the request, the Vendor must not have contributed to the failed expectation in any manner. The Department does not waive its ability to assess financial consequences by allowing the delivery of an item(s) or completion of services after the time allowed. Nothing in this section shall limit the Department's right to pursue other remedies available at law or in equity.

Financial consequences shall not exceed the total Contract amount.

Performance Measures (PM)				
No.	Description	Expectation	Measurement	Financial Consequence
PM-001	The Contractor will respond to all service requests within 24 Business Hours of notification.	The Contractor will acknowledge the receipt of the Department's request within 24 Business Hours of notification.	Per Occurrence	\$50 per Business Day after the time allowed by the Contract, or after a date mutually agreed upon by the Contractor and the Contract Manager.
PM-002	The Contractor will respond to all emergency service requests within four (4) Hours of notification.	The Contractor will acknowledge the receipt of the Department's request within four (4) Hours of notification.	Per Occurrence	\$50 for each hour past the four (4) hour time frame allowed by the Contract, or after a date mutually agreed upon by the Contractor and the Contract Manager.
PM-003	The Contractor will begin work within seven (7) Business Days of being notified of a service request.	The Contractor will begin work within seven (7) Business Days.	Per Occurrence	\$200 per Day after the time allowed by the Contract, or after a date mutually agreed upon by the Contractor and the Contract Manager.
PM-004	The Contractor will begin work within 24 Hours of being notified of an emergency service request.	The Contractor will begin work within 24 Hours of an emergency request.	Per Occurrence	\$500 per Day after the time allowed by the Contract, or after a date mutually agreed upon by the Contractor and the Contract Manager.
PM-005	The Contractor shall provide a report of all Contract purchases at the end of each calendar quarter (March, June, September, and December).	The Contractor will submit quarterly service reports on the first Business Day of March, June, September, and December.	Per Occurrence	\$100 per Day after the first Business Day of March, June, September, and December.

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SECTION 5.0: BID PROCESS AND VENDOR INFORMATION

5.1 General Instructions

The State's General Contract Conditions (Form PUR 1000) and General Instructions to Respondents (Form PUR 1001) may be viewed at the link below and are hereby incorporated by reference in their entirety as part of this ITB.

https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/state_purchasing_pur_forms.

The terms and conditions set forth within this ITB supersede any conflicting terms and conditions set forth within Forms PUR 1000 or PUR 1001.

5.2 Vendor Questions

Interested Vendors may email questions relating to this ITB and requests to bid approved equivalents to the Procurement Officer listed below by the deadline in the ITB Timeline. Verbal questions, or those submitted after the deadline, will not be acknowledged.

Procurement Officer:

Sarah Weirick
Bureau of Procurement
Florida Department of Corrections
501 S. Calhoun Street
Tallahassee, FL 32399
Telephone: (850) 717-3700
Email: purchasing@fdc.myflorida.com

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

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. 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) Business 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 (800) 955-8771 (TTY/ASCII).

The Vendor shall not initiate or execute any negotiation, decision, or action arising from any verbal 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.

5.3 Vendor Ombudsman

A vendor ombudsman has been established within the Florida Department of Financial Services (DFS). The duties of this office include acting as an advocate for Vendors who may experience 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.

5.4 Bid Submissions

Before submitting a Bid, Vendors should check the VIP for any ITB modification(s) as outlined in Section 3.2.1. Neither the Department nor the State of Florida is liable for any costs incurred by a Vendor in response to this ITB.

A Vendor must prepare its Bid simply and economically, providing a straightforward, concise delineation of the Vendor's capability to satisfy the requirements of this ITB. Elaborate bindings, colored displays, and promotional materials are discouraged. Bids must be complete and clear. To expedite the Department's review of Bids, Vendors must adhere to the following instructions:

- A) Bids must 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.
- B) Bids must be submitted in a sealed envelope/package with **ITB-25-010 and the date/time of the Public Bid Opening** clearly marked on the outside of the envelope/package.
- C) It is the Vendor's responsibility to ensure its Bid is delivered to the proper place and time as stipulated in the Timeline.
- D) Bids received after the Bid Deadline provided in the Timeline will not be accepted.
- E) Vendors should submit one (1) original hard copy Bid and one (1) electronic Bid copy in searchable PDF format on a CD, DVD, or flash drive. The electronic copy must contain the entire Bid as submitted, including all supporting and signed documents. CDs, DVDs, and flash drives submitted should not be password protected.
- F) If the Vendor considers any portion of its Bid to be confidential, trade secret, or otherwise exempt from disclosure under Chapter 119, F.S., the Florida Constitution, or another legal authority, the Vendor must also simultaneously provide the Department a redacted copy of its Bid in both hard copy and electronic forms and provide a brief written description of its grounds for claiming exemption from public record, including the specific statutory citation for such exemption. This redacted copy shall be titled "redacted copy." The Redacted Copy must be provided to the Department at the same time the Vendor submits its Bid and must only exclude or redact those exact portions of the Bid claimed confidential, proprietary, or trade secret. The Vendor shall be responsible for defending its assertion that the redacted portions of its Bid are confidential, trade secret, or otherwise exempt from disclosure. Further, the Vendor shall protect, defend, and indemnify the Department for any claims arising from, or relating to, the Vendor's determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise exempt from disclosure. If the Vendor fails to submit a redacted Copy with its Bid, the Vendor explicitly authorizes the Department to produce its entire Bid contents in answer to a request for public 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 ITB.

5.4.1 Mandatory Documentation

Vendors must complete and submit the following mandatory documentation with their Bids:

- A) Attachment I – Price Sheet;
- B) Florida Preference Letter, as outlined in Section 5.4.3; if applicable;
- C) Attachment II – Vendors Contact Information;
- D) Attachment III – Certification of Drug-Free Workplace Program, if applicable;
- E) Attachment IV – Security Requirements for Contractors;
- F) Attachment VI – Pass/Fail Requirement Certification And Non-Collusion Certification;
- G) Attachment VII – Foreign Country of Concern Attestation (PUR1355);
- H) Attachment VIII – Forced Labor Vendor Attestation (PUR 2024);
- I) Attachment IX – Vendor Certification Form (PUR 7801); and
- J) Attachment X – Subcontracting Form, if applicable.

If the above-listed documents are not included in the Vendor's Bid, the Bid will be deemed non-Responsive.

5.4.2 Price Sheet

The Vendor shall complete and submit **Attachment I – Price Sheet**, to Bid on this ITB. Vendors should ensure they are using the most current version of the Price Sheet before submitting their Bids by checking the VIP for any ITB modifications as outlined in Section 3.2.1. If the Department approved any equivalent items during the question and answer phase of this ITB, then the Department will modify the **Attachment I – Price Sheet** to reflect the approved equivalent items. By submitting a Bid in response to this ITB, a Vendor warrants its agreement to the prices submitted. Vendors should submit Bids with the most favorable pricing the Vendor 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 Vendor's Price Sheet 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 Sheet includes inconsistencies, inaccuracies, or is incomplete, it may be rejected by the Department. All calculations will be reviewed and verified. The Department may correct mathematical errors; however, in the event of any miscalculation, unit prices shall prevail.

The items or services sought in this ITB will be considered deliverables in the Contract.

If the completed and correct version of the Price Sheet is not included in a Vendor's Bid, the Bid will be deemed non-Responsive.

5.4.3 Additional Bid Requirement for Out-of-State Vendors (Florida Preference)

Per Section 287.084, F.S., a Bid from a Vendor whose principal place of business is **NOT** located within the State of Florida must include a written letter from an attorney licensed to practice law in the state where their principal place of business is located, which identifies any preference(s) granted by that state to its business entities in the award of public contracts under the current laws of that state. If no preference is provided in that state, the attorney's letter should contain a statement specifying that no preference is granted. The Department considers a Vendor's principal place of business as the principal address registered with the Florida

Department of State, Division of Corporations (<https://dos.myflorida.com/sunbiz/>). **If this letter is not included in the Bid of a Vendor whose principal place of business is NOT located within the State of Florida, or if the letter does not accurately reflect the current preferences of that state, if any, the Bid will be deemed non-Responsive.**

When the lowest Responsive Bid is submitted by a Responsible Vendor whose principal place of business is **NOT** located within the State of Florida, and the state where the lowest Responsible Vendor's principal place of business is located does not offer any preference for its business entities, a five percent (5%) price preference shall be applied to any Responsive Bid from a Responsible Vendor whose principal place of business is located within the State of Florida. If the state where the out-of-state Vendor is located provides a different price preference for businesses having a principal place of business in that state, that same price preference shall be applied to the Responsive Bids from Florida-based Responsible Vendors.

For example, if an Oklahoma-based company submits a Responsive Bid and is the lowest Responsible Vendor, and Oklahoma offers no preference for the award of Oklahoma-based companies in public contracts, then a five percent (5%) preference would be given to Florida-based Vendors in consideration of an award. If Oklahoma offered a 10% preference in the award of contracts to Oklahoma-based businesses, then a 10% preference would be applied to Florida-based Vendors in consideration of an award.

5.4.4 Contact Information

Vendors must provide the contact information and Contract terms for the ITB by completing and returning Attachment II, Vendor's Contact Information. **If Attachment II is not included in the Vendor's Bid, the Bid will be deemed non-Responsive.**

5.4.5 Bid Contents

All documents produced or provided as part of any Bid or this ITB process shall become and remain the exclusive property of the Department and may not be removed by the Vendor or its agents. The Department has the exclusive right to use any or all ideas, adaptations of ideas, or content presented in any Bid. Selection or rejection of a Bid shall not affect this right.

5.4.6 Bid Withdrawal

After submission, a Vendor may withdraw its Bid by submitting a written request to the Procurement Officer. A Vendor's request to withdraw its Bid must originate from the email of its duly authorized representative or be signed by its duly authorized representative. The Department must receive such requests within 72 hours of the Public Bid Opening Date indicated in the Timeline.

If multiple Bids are received from the same Vendor, and the Vendor has not withdrawn one (1) of its Bids, then the Department will only evaluate the Vendor's Bid received last.

All other Bids shall remain valid for 180 Days from the Bid Deadline.

5.5 Other Vendor Requirements

5.5.1 State Licensing Requirement

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 at the time of Bid submission.

5.5.2 MyFloridaMarketPlace/Aribia on Demand (MFMP/AOD) Registration

Each Vendor doing business with the State for the sale of commodities or contractual services, as defined in Section 287.012, F.S., shall register in the MFMP Vendor Information Portal (VIP), unless exempted under Rule 60A-1.033, F.A.C. State agencies shall not enter into an agreement for the sale of commodities or contractual services, as defined in Section 287.012, F.S., with any Vendor not registered in the VIP system, unless exempted by Rule. A Vendor not currently registered in the VIP system shall do so within five (5) Days of award. Registration can be completed at <http://vendor.myfloridamarketplace.com>. For assistance with registration, Contractors may contact the MFMP/AOD Customer Service Desk at vendorhelp@myfloridamarketplace.com or (866) 352-3776.

Pursuant to Section 287.057(24), F.S., all Contractor payments could be assessed a Transaction Fee unless a qualifying exception exists pursuant to Rule 60A-1.031, F.A.C. and the Department has determined that payments made under the Contract are excepted from this Transaction Fee pursuant to Chapter 60A-1.031, F.A.C.

5.5.3 Substitute W-9

The Florida Department of Financial Services (DFS) requires all Vendors to complete a Substitute Form W-9 electronically at <https://flVendor.myfloridacfo.com>. A list of frequently asked questions and related answers regarding this requirement can be found at <https://flVendor.myfloridacfo.com/W-9%20faq.pdf>. Contractors requiring additional assistance may contact the DFS at 850-413-5519 or FLW9@myfloridacfo.com.

5.6 Public Bid Opening

Bids are due and will be publicly opened at the time, date, and location specified in the Timeline. The Department will not accept or consider Bids received after the Bid Deadline. Vendors may not modify their Bids after the Bid Deadline. Department staff are not responsible for the accidental opening of a Bid that has been improperly sealed or not addressed as indicated in the Timeline.

5.7 Bid Evaluation

5.7.1 Basis of Award

The Department intends to issue an award to the Responsible Vendor who submits a Responsive Bid with the lowest Grand Total Price for each Group, as evidenced in **Attachment I – Price Sheet**. To be considered Responsive, Vendor must Bid on all item(s) within a Group. for its Bid to be considered Responsive. Vendors do not have to Bid on all Groups for their Bid to be considered Responsive.

In the event the Responsible Vendor with the lowest Grand Total Price is found non-Responsive, the Department may proceed to the next Responsive Bid from a Responsible Vendor with the next lowest Grand Total Price for that Group and continue the award process.

For each Group, the Bidder must provide a MSRP % Discount that is at least 10% or higher to be considered Responsive.

5.7.2 Identical Bids

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

- A) If two (2) equal Bids are received, and one (1) Bid 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. Minority Business Certifications submitted by the Vendor as part of its Bid must be active and current at the time of submission. A Bid containing a blank, incomplete, invalid, or falsified Minority Business Certification will be deemed non-Responsive.
- B) Per Section 295.187(4), F.S., when considering two (2) or more Bids, at least one (1) 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 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 Vendor may certify it has implemented a drug-free workplace program by completing Attachment III, Certification of Drug-Free Workplace Program.
- D) Per Section 287.082, F.S., whenever two (2) or more competitive sealed Bids are received, one (1) 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.

5.7.3 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.

5.7.4 Bid Disposal

All Bids submitted shall become the property of the Department and will be considered public records, subject to the provisions of Chapter 119, F.S.

5.8 No Prior Participation or 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) of Section 287.057, F.S. to perform a feasibility study of the potential implementation of a subsequent contract, who participates in the drafting of a solicitation or who develops a program for future implementation, is not eligible to contract with the agency for any other contracts dealing with that specific subject matter, and any firm in which such person has any interest is not eligible to receive such contract. However, this prohibition does not prevent a Vendor who responds to a request for information from being eligible to contract with an agency.

The Department considers participation 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 Vendor 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 Vendor. 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 Vendor 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 the award of a contract and may not proceed with an award if a conflict of interest exists based upon the Vendor's gaining of an unfair competitive advantage.

5.9 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, 28-110.004, and 28-110.005, F.A.C. Filings received after the business hours of Monday – Friday from 8:00 a.m. to 5:00 p.m. ET will be officially filed on the next Business Day.

Failure to file a protest within the time prescribed in Section 120.57(3), F.S., 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, F.S.

SECTION 6.0: OTHER TERMS AND CONDITIONS

6.1 Vendor Diversity

The State of Florida is committed to supporting its diverse business industry and population by ensuring participation by minority-owned, women-owned, and veteran-owned business enterprises in the State's economic life. The Department works in conjunction with the Florida Department of Management Services, Office of Supplier Development, to provide training on how to access its procurement opportunities.

The Office of Supplier Development offers resources to diverse business enterprises, including the Mentor Protégé Program, which connects eligible business enterprises with private corporations for business development mentoring. For more information, including contact information, on the Mentor Protégé Program, Vendors may visit the Office of Supplier Development's website at:

https://www.dms.myflorida.com/business_operations/state_purchasing/office_of_supplier_development_osd

Documentation regarding Diversity in Contracting must be submitted to the Department's Contract Administrator and should identify participation by diverse Vendors and suppliers as prime Contractors, 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, and must include the period covered, the name, minority code and Federal Employer Identification Number of each minority-owned/service-disabled veteran-owned Vendor utilized during the period, the commodities and services provided by the each, and the amount paid to each under the terms of the resulting Contract.

6.2 Environmental Considerations

The State supports and encourages initiatives to protect and preserve our environment. If applicable, the Vendor 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 Vendor shall also provide a plan, if applicable, for reducing or handling hazardous waste generated by the Vendor's company, referencing Rule 62-730.160, F.A.C. The Department of Environmental Protection requires any generator of hazardous waste materials exceeding certain thresholds to have a valid and current hazardous waste generator identification number. This identification number shall be submitted as part of the Vendor's explanation of its hazardous waste plan and shall explain, in detail, its handling and disposal of this waste.

6.3 Intellectual Property

To the extent that the Contract requires a Vendor or Contractor 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 Vendor or Contractor. 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 Vendor or Contractor and its employees and agents may not remove any such property without the express written consent of the Department.

The Vendor or Contractor, 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 Vendor or Contractor. The Vendor or Contractor 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 Vendor or Contractor, 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 Vendor or Contractor full opportunity to defend the action and control the defense of such claim. If such a claim is made or is pending, the Vendor or Contractor 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 Vendor or Contractor upon its request and receive reimbursement, fees, and costs, if any, as may be determined by a court of competent jurisdiction.) If the Vendor or Contractor 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.

6.4 Insurance

The Vendor or Contractor agrees to provide adequate insurance coverage on a comprehensive basis and to hold such insurance at all times during the existence of the Contract. The Vendor or Contractor accepts full responsibility for identifying and determining the type(s) and extent of insurance necessary to provide reasonable financial protection for the Contractor 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 Contract work, commercial general liability coverage, and automobile liability insurance covering all vehicles, owned or otherwise, used in the Contract work. The Department must be included as an additional named insured on the Contractor's Commercial General Liability and Automobile insurance policies related to the Contract. The Vendor or Contractor may be required to furnish the Department written verification of such insurance coverage upon request. Upon execution of the Contract, the Contractor shall furnish the Department's Contract Manager 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 Vendor or Contractor is a State agency or subdivision as defined in Section 768.28, F.S., the Vendor or Contractor shall furnish the Department, upon request, written verification of liability protection in accordance with Section 768.28, F.S. Nothing herein shall be construed to extend any party's liability beyond that provided in Section 768.28, F.S.

6.5 PCard Payments

Upon mutual agreement between the Department and Vendor, the Vendor will accept and receive payments via PCard in the same manner it receives other Visa card purchases. To find out more about the State's PCard program, Vendors may visit:

https://www.dms.myflorida.com/agency_administration/agency_purchasing/purchasing_card

6.6 Special Conditions

6.6.1 Retention of Records and Documentation

A) Public Records Law

The Vendor or Contractor 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 Vendor 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 Vendor or keep and maintain public records required by the Department to perform the service. 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 exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Contract, the Vendor 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. Pursuant to Section 287.058(1)(c), F.S., the Department is allowed to unilaterally cancel the Contract for refusal by the Vendor to allow 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 Section 24(a) of Art. I of the State Constitution and Section 119.071(1), F.S.

If the Vendor has questions regarding the application of Chapter 119, Florida Statutes, to the Vendor's duty to provide public records relating to the Contract, contact the custodian of public records at:

**Florida Department of Corrections
ATTN: Public Records Unit
501 South Calhoun Street
Tallahassee, Florida 32399-2500
Telephone: (850) 717-9774
Fax: (850) 922-4355**

Website:[https://floridadoc.govqa.us/WEBAPP/rs/\(S\(mxurvkh004wtw1eymm15f4x\)\)/SupportHome.aspx](https://floridadoc.govqa.us/WEBAPP/rs/(S(mxurvkh004wtw1eymm15f4x))/SupportHome.aspx)

B) Audit Requirements

- a) The Vendor agrees to maintain books, records, and documents (including electronic storage media) in accordance with Generally Accepted Accounting Principles (GAAP).
- b) The Vendor agrees to include all record-keeping requirements in all subcontracts and assignments related to the Contract.

C) Record Retention

The Vendor or Contractor agrees to retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertaining to the Contract following termination of the Contract for the timeframes required by the Florida Department of State, General Records Schedule, GS1-SL, which can be found at the following link: <https://dos.myflorida.com/library-archives/records-management/general-records-schedules/>. The Vendor shall maintain complete and accurate record-keeping and documentation as required by the Department and the terms of the Contract. All invoices and documentation must be clear and legible for audit purposes. Copies of all records and documents shall be made available for the Department upon request, or no more than two (2) Business Days upon request, if stored at a different site location than the address listed on Attachment II – Vendor's Contact Information or the Contract. Any records not available at the time of an audit will be deemed unavailable for audit purposes. Violations will be noted and forwarded to the Department's Inspector General for review. The Vendor must retain all documents for the appropriate timeframes listed in the GS1-SL record schedule following termination of the Contract, or, if an audit has been initiated and audit findings have not been resolved at the appropriate timeframes, the records shall be retained until resolution of the audit findings. The Vendor shall cooperate with the Department to facilitate the duplication and transfer of any said records or documents during the required retention period.

The Vendor or Contractor shall advise the Department of the location of all records pertaining to the Contract and shall notify the Department by certified mail within 10 Days if and when the records are moved to a new location.

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 the Vendor's expense.

6.6.2 Cooperation with the Inspector General

In accordance with Section 20.055(5), F.S., the Vendor, Contractor, and any subcontractor, understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing concerning the Contract.

6.6.3 Cooperation with the Florida Legislature

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

6.6.4 Severability

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

6.6.5 Employment of Department Personnel

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

6.6.6 Legal Requirements

The applicable provision(s) of all federal, State, and local laws, and all ordinances, rules, procedures, and regulations shall govern the development, submittal, and evaluation of all Bids received in response to this ITB and shall govern any claims and disputes which may arise between Vendors 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 Vendor shall not constitute a cognizable defense against the legal effect thereof.

The Contractor shall perform in accordance with all applicable federal and State laws, rules, regulations, policies, and Department's rules and procedures. All such laws, rules, regulations, policies, and procedures, current and/or as revised, are incorporated herein by reference and made a part of the resulting Contract. The Contractor and the Department shall work cooperatively to ensure service delivery is in complete compliance with applicable legal framework.

6.6.7 Prison Rape Elimination Act (PREA)

The Vendor shall comply with the national standards to prevent, detect, and respond to prison rape under PREA, Federal Rule 28 C.F.R. Part 115. The Vendor's employees who will enter the secured perimeter shall also comply with all Department policies and procedures that relate to PREA (see FDC Procedure 602.053, Prison Rape, Prevention, Detection, and Response) and immediately report any suspected/reported PREA violations as advised of and agreed to in the NI1-127 form.

6.6.8 Security Requirements

The successful Vendor shall comply with the Department's security requirements and the Department's Restricted Procedure number 602.016, Entering and Exiting Department of Corrections Institutions. **Attachment IV - Security Requirements for Contractors**, is provided for reference. These requirements are subject to change.

6.7 Independent Contractor Status

The Vendor or Contractor shall be considered an independent Contractor in the performance of its duties and responsibilities under the Contract. The Department shall neither have nor exercised any control or direction over the methods by which the Vendor shall perform its work and functions, other than as provided in this ITB and/or the Contract. Nothing is intended to, nor shall be deemed to constitute a partnership, or a joint venture, between the Contractor and the Department.

6.8 Assignment

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

6.9 Use of Funds for Lobbying Prohibited

The Vendor 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, the Judicial branch of government, or a State agency.

6.10 Reservation of Rights

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

6.11 Convicted Felons

No personnel assigned may be a convicted felon or have relatives either confined by, or under supervision of, the Department, unless an exception is granted by the Department.

6.12 Taxes

The State does not pay Federal Excise and Sales taxes on direct purchases of tangible personal property. Tax exemption number/certificate will be provided upon request. This exemption does not apply to purchases of tangible personal property made by Vendors who use the tangible personal property in the performance of contracts for the improvement of State-owned real property, as defined in Chapter 192, F.S.

6.13 Safety Standards

Unless otherwise stipulated in the ITB, all manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act (OSHA) and any standards thereunder.

6.14 Conflict of Law and Controlling Provisions

The Contract, plus any conflict of law issue, shall be governed by the laws of the State.

6.15 Termination

6.15.1 Termination at Will

The Contract may be terminated by the Department upon no less than 30 Days' notice and by the Vendor upon no less than 120 Days' notice, without cause, unless a lesser time is mutually agreed upon by both parties. Notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery. However, the Secretary of FDC maintains the broadest authority to immediately suspend any and all activities without notice.

6.15.2 Termination for Lack of Funds

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

6.15.3 Termination for Cause

If a breach of the Contract occurs by the Contractor, the Department may terminate the Contract for cause. The Department may elect to afford, at its exclusive option, an opportunity for the Contractor to cure the breach for cause within 30 Days upon written notice by the Department. Any breach of the Contract, which is still left uncured by the Vendor after the Department has elected to provide 30 Days to cure (remedy) the breach, may result in the Department's termination of the Contract upon 24 Hours' written notice by the Department. If the Department does not elect to afford an opportunity for the Contractor to cure a breach (e.g., instances of egregious Contract conduct or other Contract actions which may be harmful to the Department), the Department may immediately terminate the Contract for cause, upon 24 Hours' written notice to the Contractor, as described in this section. Notice shall be delivered by certified mail (return receipt requested), in person with proof of delivery, or by another method of delivery whereby an original signature is obtained. If applicable, the Department may employ the default provisions in Chapter 60A-1, F.A.C. The provisions herein do not limit the Department's right to remedies at law or equity.

6.15.4 Termination for Unauthorized Employment

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

6.15.5 Termination for Use of Forced Labor

In accordance with Section 287.1346(4)(a)2., F.S., if the Contractor is placed on the Forced Labor Vendor List, the Department may terminate the Contract immediately for cause.

6.16 Indemnification

The awarded Vendor or Contractor shall be liable and shall indemnify, defend, and hold the Department, its employees, agents, officers, heirs, and assignees harmless from any and all claims, suits, judgments, or damages including court costs and attorney's fees arising out of intentional acts, negligence, or omissions by the Vendor(s) or Contractor, or its employees or agents, in the course of the operations of the Contract, including any claims or actions brought under Title 42 USC §1983, the Civil Rights Act.

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

6.17 Audit Records

The Vendor agrees to maintain books, records, and documents (including electronic storage media) in accordance with Generally Accepted Auditing Standards (GAAS), which sufficiently and properly reflect all revenues and expenditures of funds provided by the Department under the Contract.

The Vendor agrees to include all record-keeping requirements in all subcontracts and assignments related to the Contract.

The Vendor shall ensure that a financial and compliance audit is conducted in accordance with the applicable financial and compliance audit requirements as specified in the Contract and CFO Memorandum #20 (2021-22), which is incorporated herein as if fully stated.

6.18 Americans with Disabilities Act

The Vendor or Contractor shall comply with the Americans with Disabilities Act. In the event of the Contractor's noncompliance with the nondiscrimination clauses, the Americans with Disabilities Act, or with any other such rules, regulations, or orders, the Contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Contracts.

6.19 Prison Rehabilitative Industries and Diversified Enterprises (PRIDE)

The Contractor agrees that any articles which are the subject of, or are required to carry out the Contract, shall be purchased from PRIDE, identified under Chapter 946, F.S., in the same manner and under the procedures set forth in Sections 946.515(2) and (4), F.S. The Contractor shall be deemed to be substituted for the Department in dealing with PRIDE, for the purposes of the Contract. This clause is not applicable to subcontractors, unless otherwise required by law. Available products, pricing, and delivery schedules may be obtained at <https://www.pride-enterprises.org>.

6.20 Products Available from the Blind or Other Handicapped (RESPECT)

It is expressly understood and agreed that any articles that are the subject of, or required to carry out, the Contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, F.S., in the same manner and under the same procedures set forth in Sections 413.036(1) and (2), F.S.; and for purposes of the Contract, the person, firm, or other business entity carrying out the provisions of the Contract shall be deemed to be substituted for this agency insofar as dealings with such qualified nonprofit agency are concerned. Additional information about the designated nonprofit agency and the products it offers is available at: <http://www.respectofflorida.org>.

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ATTACHMENT I – PRICE SHEET

FDC ITB-25-010

The Department intends to issue an award to the Responsible Vendor(s) who submits a Responsive Bid with the lowest Grand Total Price for each Group, as evidenced in **Attachment I – Price Sheet**. To be considered Responsive Vendor must bid on all items within a Group. Vendor do not have to bid on both Group for its Bid to be considered Responsive.

In the event the Responsible Vendor with the lowest Grand Total Price for a Group is found non-Responsive, the Department may proceed to the next Responsive Bid from a Responsible Vendor with the next lowest Grand Total Price for that Group and continue the award process.

For each Group, the Bidder must provide a MSRP % Discount that is at least 10% or higher to be considered Responsive.

Group 1		
Region #1 HVAC & Refrigeration Systems		
Item #	Description	Percentage off MSRP
1	HVAC System (New Installation)	_____ %
2	HVAC Components (Key Parts)	_____ %
3	HVAC Supplies and Materials	_____ %
4	Refrigeration Supplies and Materials	_____ %
	Average Total Percentage Off	_____ %

Region #1 HVAC & Refrigeration Labor Rates		
Item #	Description	Labor Rate per hour
1	Type I Certified HVAC Technician	\$_____ per hour
2	Type II Certified HVAC Technician	\$_____ per hour
3	Type III Certified HVAC Technician	\$_____ per hour
4	Universal Certified HVAC Technician	\$_____ per hour
	Grand Total (Labor Rate per Hour)	\$_____

Company Name

FEIN

Authorized Signature

Date

Printed Name and Title of Signer

Florida License Number:

If a Vendor's Registered Principal Place of Business is outside of the State of Florida, a Florida Preference Letter must be submitted in accordance with Section 5.4.3 of this ITB, or the Bid will be non-Responsive.

ATTACHMENT I – PRICE SHEET

FDC ITB-25-010

The Department intends to issue an award to the Responsible Vendor(s) who submits a Responsive Bid with the lowest Grand Total Price for each Group, as evidenced in **Attachment I – Price Sheet**. To be considered Responsive Vendor must bid on all items within a Group. Vendor do not have to bid on both Group for its Bid to be considered Responsive.

In the event the Responsible Vendor with the lowest Grand Total Price for a Group is found non-Responsive, the Department may proceed to the next Responsive Bid from a Responsible Vendor with the next lowest Grand Total Price for that Group and continue the award process.

For each Group, the Bidder must provide a MSRP % Discount that is at least 10% or higher to be considered Responsive.

Group 2		
Region #2 HVAC & Refrigeration Systems		
Item #	Description	Percentage off MSRP
1	HVAC System (New Installation)	_____ %
2	HVAC Components (Key Parts)	_____ %
3	HVAC Supplies and Materials	_____ %
4	Refrigeration Supplies and Materials	_____ %
	Average Total Percentage Off	_____ %

Region #2 HVAC & Refrigeration Labor Rates		
Item #	Description	Labor Rate per hour
1	Type I Certified HVAC Technician	\$_____ per hour
2	Type II Certified HVAC Technician	\$_____ per hour
3	Type III Certified HVAC Technician	\$_____ per hour
4	Universal Certified HVAC Technician	\$_____ per hour
	Grand Total (Labor Rate per Hour)	\$_____

Company Name

FEIN

Authorized Signature

Date

Printed Name and Title of Signer

Florida License Number:

If a Vendor's Registered Principal Place of Business is outside of the State of Florida, a Florida Preference Letter must be submitted in accordance with Section 5.4.3 of this ITB, or the Bid will be non-Responsive.

ATTACHMENT I – PRICE SHEET

FDC ITB-25-010

The Department intends to issue an award to the Responsible Vendor(s) who submits a Responsive Bid with the lowest Grand Total Price for each Group, as evidenced in **Attachment I – Price Sheet**. To be considered Responsive Vendor must bid on all items within a Group. Vendor do not have to bid on both Group for its Bid to be considered Responsive.

In the event the Responsible Vendor with the lowest Grand Total Price for a Group is found non-Responsive, the Department may proceed to the next Responsive Bid from a Responsible Vendor with the next lowest Grand Total Price for that Group and continue the award process.

For each Group, the Bidder must provide a MSRP % Discount that is at least 10% or higher to be considered Responsive.

Group 3		
Region #3 HVAC & Refrigeration Systems		
Item #	Description	Percentage off MSRP
1	HVAC System (New Installation)	_____ %
2	HVAC Components (Key Parts)	_____ %
3	HVAC Supplies and Materials	_____ %
4	Refrigeration Supplies and Materials	_____ %
	Average Total Percentage Off	_____ %

Region #3 HVAC & Refrigeration Labor Rates		
Item #	Description	Labor Rate per hour
1	Type I Certified HVAC Technician	\$_____ per hour
2	Type II Certified HVAC Technician	\$_____ per hour
3	Type III Certified HVAC Technician	\$_____ per hour
4	Universal Certified HVAC Technician	\$_____ per hour
	Grand Total (Labor Rate per Hour)	\$_____

Company Name

FEIN

Authorized Signature

Date

Printed Name and Title of Signer

Florida License Number:

If a Vendor's Registered Principal Place of Business is outside of the State of Florida, a Florida Preference Letter must be submitted in accordance with Section 5.4.3 of this ITB, or the Bid will be non-Responsive.

ATTACHMENT I – PRICE SHEET

FDC ITB-25-010

The Department intends to issue an award to the Responsible Vendor(s) who submits a Responsive Bid with the lowest Grand Total Price for each Group, as evidenced in **Attachment I – Price Sheet**. To be considered Responsive Vendor must bid on all items within a Group. Vendor do not have to bid on both Group for its Bid to be considered Responsive.

In the event the Responsible Vendor with the lowest Grand Total Price for a Group is found non-Responsive, the Department may proceed to the next Responsive Bid from a Responsible Vendor with the next lowest Grand Total Price for that Group and continue the award process.

For each Group, the Bidder must provide a MSRP % Discount that is at least 10% or higher to be considered Responsive.

Group 4		
Region #4 HVAC & Refrigeration Systems		
Item #	Description	Percentage off MSRP
1	HVAC System (New Installation)	_____ %
2	HVAC Components (Key Parts)	_____ %
3	HVAC Supplies and Materials	_____ %
4	Refrigeration Supplies and Materials	_____ %
	Average Total Percentage Off	_____ %

Region #4 HVAC & Refrigeration Labor Rates		
Item #	Description	Labor Rate per hour
1	Type I Certified HVAC Technician	\$_____ per hour
2	Type II Certified HVAC Technician	\$_____ per hour
3	Type III Certified HVAC Technician	\$_____ per hour
4	Universal Certified HVAC Technician	\$_____ per hour
	Grand Total (Labor Rate per Hour)	\$_____

Company Name

FEIN

Authorized Signature

Date

Printed Name and Title of Signer

Florida License Number:

If a Vendor's Registered Principal Place of Business is outside of the State of Florida, a Florida Preference Letter must be submitted in accordance with Section 5.4.3 of this ITB, or the Bid will be non-Responsive.

ATTACHMENT II - VENDORS CONTACT INFORMATION
FDC ITB-25-010

	Vendor Contact Person for this ITB	Vendor Contact Person for the Contract Term (should the Vendor be awarded)
Name:		
Title:		
Address: (Line 1)		
Address: (Line 2)		
City, State, Zip Code		
Telephone: (Office)		
Telephone: (Mobile)		
Email:		
Registered Principal Place of Business (location of headquarters or state of incorporation):		

 Authorized Vendor Signature

 Date

ATTACHMENT III - CERTIFICATION OF DRUG FREE WORKPLACE PROGRAM
FDC ITB-25-010

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 counselling, 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 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, F.S. , 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 Signature: _____

ATTACHMENT IV – SECURITY REQUIREMENTS FOR CONTRACTORS
FDC ITB-25-010

Firm Representing: _____

**Contractor/Vendor
Employee Name:** _____
(Print)

FLORIDA DEPARTMENT OF CORRECTIONS
SECURITY REQUIREMENTS FOR CONTRACTORS

944.47 Introduction, removal, or possession of contraband; penalty.

(1)(a) Except through regular channels as authorized by the officer in charge of the correctional institution, 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 therefrom, any of the following articles which are hereby declared to be contraband for the purposes of this section, to wit:

1. Any written or recorded communication or any currency or coin given or transmitted, or intended to be given or transmitted, to any inmate of any state correctional institution.
2. Any article of food or clothing given or transmitted, or intended to be given or transmitted, to any inmate of any state correctional institution.
3. Any intoxicating beverage or beverage which causes or may cause an intoxicating effect.
4. Any controlled substance as defined in section 893.02(4), marijuana as defined in section 381.986, hemp as defined in section 581.217, industrial hemp as defined in section 1004.4473, or any prescription or nonprescription drug having a hypnotic, stimulating, or depressing effect.
5. Any firearm or weapon of any kind or any explosive substance.
6. Any cellular telephone or other portable communication device intentionally and unlawfully introduced inside the secure perimeter of any state correctional institution without prior authorization or consent from the officer in charge of such correctional institution. As used in this subparagraph, the term “portable communication device” means any device carried, worn, or stored which is designed or intended to receive or transmit verbal or written messages, access, or store data, or connect electronically to the Internet or any other electronic device and which allows communications in any form. Such devices include, but are not limited to, portable two-way pagers, hand-held radios, cellular telephones, Blackberry-type devices, personal digital assistants or PDA’s, laptop computers, or any components of these devices which are intended to be used to assemble such devices. The term also includes any new technology that is developed for similar purposes. Excluded from this definition is any device having communication capabilities which has been approved or issued by the department for investigative or institutional security purposes or for conducting other state business.
7. Any vapor-generating electronic device as defined in section 386.203, intentionally and unlawfully introduced inside the secure perimeter of any state correctional institution.

(b) It is unlawful to transmit or attempt to transmit to, or cause or attempt to cause to be transmitted to or received by, any inmate of any state correctional institution any article or thing declared by this subsection to be contraband, at any place which is outside the grounds of such institution, except through regular channels as authorized by the officer in charge of such correctional institution.

(c) It is unlawful for any inmate of any state correctional institution or any person while upon the grounds of any state correctional institution to be in actual or constructive possession of any article or thing declared by this section to be contraband, except as authorized by the officer in charge of such correctional institution.

(2)(a) A person who violates this section as it pertains to an article of contraband described in subparagraph (1)(a)1., subparagraph (1)(a)2., or subparagraph (1)(a)6. commits a felony of the third degree, punishable as provided in section 775.082, section 775.083, or section 775.084. A person who violates this section as it pertains to an article of contraband described in subparagraph (1)(a)7. commits a misdemeanor of the first degree, punishable as provided in section 775.082 or section 775.083. Otherwise, a violation of this section is a felony of the second degree, punishable as provided in section 775.082, section 775.083, or section 775.084.

(b) A violation of this section by an employee, as defined in section 944.115(2)(b), who uses or attempts to use the powers, rights, privileges, duties, or position of her or his employment in the commission of the violation is ranked one level above the ranking specified in section 921.0022 or section 921.0023 for the offense committed.

In addition to the statutory requirements, these are additional security guidelines:

- (1) Absolutely, no transactions between contract personnel and inmates are permitted. This includes, but is not limited to, giving or receiving cigarettes, stamps, or letters.
- (2) No communication with inmates, verbal or otherwise, is permitted without the authorization of the officer-in-charge.
- (3) Keep all keys in your pockets. Do not leave keys in the ignition locks of motor vehicles. All vehicles must be locked, and windows rolled up when parked on state property. Wheel-locking devices may also be required.
- (4) Establish with the Institutional Warden and/or Chief of Security where construction vehicles should be parked and staging area for materials storage.
- (5) Obtain formal identification (driver's license or non-driver's license obtained from the Department of Highway Safety and Motor Vehicles). This identification must be presented each time you enter or depart the institution.
- (6) Strict tool control will be enforced at all times. Tools within the correctional institution are classified as Class AA, A, or B.
 - (a) Class AA tools are defined as any tool that can be utilized to cut chain link fence fiber or razor wire rapidly and effectively.
 - (b) 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.
 - (c) 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.
 - (d) At the end of the workday, toolboxes will be removed from the compound or to a secure area as directed by security staff. You must have two copies of the correct inventory with each toolbox; one copy will be used and retained by security staff who will search and ensure a proper inventory of tools each time the toolbox is brought into the facility, the other copy will remain with the toolbox at all times. Tools should be kept to a minimum (only those tools necessary to complete your job). All lost tools must be reported to the Chief of Security (Colonel or Major) **immediately**. No inmate will be allowed to leave the area until the lost tool is recovered.
- (7) Prior approval must be obtained from the Chief of Security before bringing any powder-activated tools onto the compound. Strict accountability of all powder loads and spent cartridges is required.

- (8) All construction materials will be delivered into the compound on trucks entering through the sallyport gate. As the security check of vehicles is an intensive and time-consuming (10-15 minutes) process, the contractor is requested to minimize the number of deliveries.
- (9) Control end-of-day construction materials and debris. Construction materials and debris can be used as weapons or as a means of escape. Construction material will be stored in locations agreed to by security staff, and debris will be removed to a designated location. Arrange for security staff to inspect the project area before construction personnel leave. This will aid you in assuring that necessary security measures are accomplished.
- (10) Coordinate with the Warden and Chief of Security regarding any shutdown of existing systems (gas, water, electricity, electronics, sewage, etc.). Obtain institutional approval before shutting down any existing utility system. Arrange for alternative service (if required) and expeditious re-establishment of the shutdown system.
- (11) With the intent of maintaining security upon the institution's grounds, a background check will be made upon all persons employed by the contractor or who work 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.**

Contractor/Vendor Signature

Date

FDC Staff Witness Signature

ATTACHMENT V – SERVICE LOCATIONS

FDC ITB-25-010

Region	Major Institution	Facility ID Number	Facility Name	Supervising Institution	Address
1	*	102	Apalachee CI East (ACI)	n/a	35 Apalachee Drive Sneads, FL 32460
1		101	Apalachee CI West	Apalachee CI East	52 West Unit Drive Sneads, FL 32460
1	*	105	Calhoun CI	n/a	19562 SE Institution Drive Blountstown, FL 32424
1		165	Calhoun Work Camp	Calhoun CI	19564 Institution Drive Blountstown, FL 32424
1	*	106	Century CI	n/a	400 Tedder Rd Century, FL 32535
1		167	Century Work Camp	Century CI	400 Tedder Rd Century, FL 32535
1		164	Pensacola CRC	Century CI	3050 North "L" Street Pensacola, FL 32501
1	*	113	Franklin CI	n/a	1760 Highway 67 North Carrabelle, FL 32322
1		124	Franklin Work Camp	Franklin CI	1760 Highway 67 North Carrabelle, FL 32322
1	*	144	Gadsden Re-Entry Center	n/a	630 Opportunity Lane Havana, FL 32333
1	*	109	Gulf CI	n/a	500 Ike Steele Road Wewahitchka, Florida 32465-0010
1		150	Gulf Annex	Gulf CI	699 Ike Steel Road Wewahitchka, FL 32465

Region	Major Institution	Facility ID Number	Facility Name	Supervising Institution	Address
1		170	Gulf Forestry Camp	Gulf CI	3222 DOC Whitfield Rd White City, FL 32465
1	*	107	Holmes CI	n/a	3142 Thomas Drive Bonifay, FL 32425
1		162	Holmes Work Camp	Holmes CI	3182 Thomas Drive Bonifay, FL 32425
1	*	104	Jackson CI	n/a	5563 10 th Street Malone, FL 32445
1		166	Jackson Work Camp	Jackson CI	5607 10 th Street Malone, FL 32445
1		160	Graceville Work Camp	Jackson CI	5230 Ezell Road Graceville, FL 32440
1	*	103	Jefferson CI	n/a	1050 Big Joe Road Monticello, FL 32344
1		168	Tallahassee CRC	Jefferson CI	2616A Springhill Road Tallahassee, FL 32310
1	*	120	Liberty CI	n/a	11064 NW Dempsey Barron Road Bristol, FL 32321
1		142	Liberty South Unit	Liberty CI	11064 NW Dempsey Barron Road Bristol, FL 32321
1		139	Quincy Annex	Liberty CI	2225 Pat Thomas Pkwy Quincy, FL 32351
1	*	110	Northwest Florida Reception Center (NWFRC)	n/a	4455 Sam Mitchell Drive Chipley, FL 32428
1		125	NWFRC Annex	NWFRC	4455 Sam Mitchell Drive Chipley, FL 32428
1	*	115	Okaloosa CI	n/a	3189 Colonel Greg Malloy Road Crestview, FL 32539

Region	Major Institution	Facility ID Number	Facility Name	Supervising Institution	Address
1		161	Okaloosa Work Camp	Okaloosa CI	3189 Colonel Greg Malloy Road Crestview, FL 32539
1	*	119	Santa Rosa CI	n/a	5850 E. Milton Road Milton, FL 32583
1		135	Santa Rosa Annex	Santa Rosa CI	5850 E. Milton Road Milton, FL 32583
1		127	Santa Rosa Work Camp	Santa Rosa CI	5850 E. Milton Road Milton, FL 32583
1	*	118	Wakulla CI	n/a	110 Melaleuca Drive Crawfordville, FL 32327
1		122	Wakulla Annex	Wakulla CI	110 Melaleuca Drive Crawfordville, FL 32327
1		173	Wakulla Work Camp	Wakulla CI	110 Melaleuca Drive Crawfordville, FL 32327
1	*	108	Walton CI	n/a	691 Institution Road Defuniak Springs, FL 32433
1		172	Walton Work Camp	Walton CI	301 Institution Road Defuniak Springs, FL 32433
2	*	279	Baker CI		20706 US Hwy 90 West Sanderson, FL 32087
2		275	Baker Re-Entry Center	Baker CI	20706 US Hwy 90 West Sanderson, FL 32087
2		261	Baker Work Camp	Baker CI	20706 US Hwy 90 West Sanderson, FL 32087
2	*	201	Columbia CI	n/a	216 SE Corrections Way Lake City, FL 32025
2		251	Columbia Annex	Columbia CI	216 SE Corrections Way Lake City, FL 32025

Region	Major Institution	Facility ID Number	Facility Name	Supervising Institution	Address
2		264	Columbia Work Camp	Columbia CI	216 SE Corrections Way Lake City, FL 32025
2	*	211	Cross City CI	n/a	568 NE 255 th Street Cross City, FL 32628
2		269	Cross City East Unit	Cross City CI	568 NE 255 th Street Cross City, FL 32628
2		262	Cross City Work Camp	Cross City CI	568 NE 255 th Street Cross City, FL 32628
2	*	205	Florida State Prison (FSP)	n/a	23916 NW 83 rd Avenue Raiford, FL 32083
2		206	FSP West Unit	FSP	23916 NW 83 rd Avenue Raiford, FL 32083
2	*	215	Hamilton CI	n/a	10650 SW 46 th Street Jasper, FL 32052
2		250	Hamilton Annex	Hamilton CI	10650 SW 46 th Street Jasper, FL 32052
2		263	Hamilton Work Camp	Hamilton CI	10650 SW 46 th Street Jasper, FL 32052
2	*	281	Lancaster CI	n/a	3449 SW State Road 26 Trenton, FL 32693
2		280	Lancaster Work Camp	Lancaster CI	3449 SW State Road 26 Trenton, FL 32693
2	*	255	Lawtey CI	n/a	22298 NE County Road 200-B Lawtey, FL 32058
2		240	Gainesville Work Camp	Lawtey CI	1000 NE 55 th Blvd Gainesville, FL 32609
2	*	216	Madison CI	n/a	382 SW MCI Way Madison, FL 32340

Region	Major Institution	Facility ID Number	Facility Name	Supervising Institution	Address
2		289	Madison Work Camp	Madison CI	382 SW MCI Way Madison, FL 32340
2	*	223	Mayo Annex	n/a	8784 US 27 West Mayo, FL 32066
2		265	Mayo Work Camp	Mayo	8784 US 27 West Mayo, FL 32066
2	*	210	New River CI	n/a	8000 NW 80 th Place Raiford, FL 32083
2	*	214	Putnam CI	n/a	128 Yelvington Road East Palatka, FL 32131
2	*	209	Reception and Medical Center (RMC)	n/a	7765 S County Road 231 Lake Butler, FL 32054
2		208	RMC West Unit	RMC	8183 SW 152 nd Loop Lake Butler, FL 32054
2		221	RMC Work Camp	RMC	7765 S County Road 231 Lake Butler, FL 32054
2	*	230	Suwannee CI	n/a	5964 US Hwy 90 Live Oak, FL 32060
2		231	Suwannee Annex	Suwannee CI	5964 US Hwy 90 Live Oak, FL 32060
2		232	Suwannee Work Camp	Suwannee CI	5964 US Hwy 90 Live Oak, FL 32060
2	*	218	Taylor CI	n/a	8501 Hampton Springs Rd Perry, FL 32348
2		224	Taylor Annex	Taylor CI	8501 Hampton Springs Rd Perry, FL 32348
2		227	Taylor Work Camp	Taylor CI	8501 Hampton Springs Rd Perry, FL 32348

Region	Major Institution	Facility ID Number	Facility Name	Supervising Institution	Address
2	*	282	Tomoka CI	n/a	3950 Tiger Bay Road Daytona Beach, FL 32124
2		284	Tomoka Work Camp	Tomoka CI	3950 Tiger Bay Road Daytona Beach, FL 32124
2	*	213	Union CI	n/a	25636 NE State Rd 16 Raiford, FL 32083
2		268	Union CI Work Camp	New River	136000 NE 258 Court Raiford, FL 32083
3	*	503	Avon Park CI	n/a	8100 Hwy 64 East Avon Park, FL 33825
3		504	Avon Park Work Camp	Avon Park CI	8100 Hwy 64 East Avon Park, FL 33825
3	*	320	Central Florida Reception Center (CFRC)	n/a	7000 HC Kelley Road Orlando, FL 32831
3		321	CFRC East Unit	CFRC	7000 HC Kelley Road Orlando, FL 32831
3		323	CFRC South Unit	CFRC	7000 HC Kelley Road Orlando, FL 32831
3		374	Kissimmee CRC	CFRC	2925 Michigan Avenue Kissimmee, FL 34744
3		361	Orlando CRC	CFRC	7300 Laurel Hill Road Orlando, FL 32818
3	*	564	DeSoto Annex	n/a	13617 SE Hwy 70 Arcadia, FL 34266
3		560	DeSoto Work Camp	DeSoto CI	13617 SE Hwy 70 Arcadia, FL 34266
3	*	368	Florida Women's Reception Center (FWRC)	n/a	3700 NW 111 th Place Ocala, FL 34482

Region	Major Institution	Facility ID Number	Facility Name	Supervising Institution	Address
3	*	501	Hardee CI	n/a	6901 State Road 62 Bowling Green, FL 33834
3		563	Hardee Work Camp	Hardee CI	6899 State Road 62 Bowling Green, FL 33834
3	*	336	Hernando CI	n/a	16415 Spring Hill Road Brooksville, FL 34604
3	*	312	Lake CI	n/a	19225 US Hwy 27 Clermont, FL 34715
3	*	314	Lowell CI	n/a	11120 NW Gainesville Road Ocala, FL 34482
3		367	Lowell Annex	Lowell CI	11120 NW Gainesville Road Ocala, FL 34482
3		316	Lowell Work Camp	Lowell CI	11120 NW Gainesville Road Ocala, FL 34482
3	*	304	Marion CI	n/a	3269 NW 105 th Street Lowell, FL 32663
3		364	Marion Work Camp	Marion CI	3269 NW 105 th Street Lowell, FL 32663
3	*	580	Polk CI	n/a	10800 Evans Road Polk City, FL 33868
3		562	Polk Work Camp	Polk CI	10800 Evans Road Polk City, FL 33868
3		552	Largo Road Prison	Polk CI	5201 Ulmerton Road Clearwater, FL 33760
3		583	St. Petersburg CRC	Polk CI	4237 8 th Avenue South St. Petersburg, FL 33711
3	*	307	Sumter CI	n/a	9544 County Road 476B Bushnell, FL 33513

Region	Major Institution	Facility ID Number	Facility Name	Supervising Institution	Address
3		308	Sumter BTU	Sumter CI	9544 County Road 476B Bushnell, FL 33513
3		365	Sumter Work Camp	Sumter CI	9544 County Road 476B Bushnell, FL 33513
3	*	573	Zephyrhills CI	n/a	2739 Gall Blvd Zephyrhills, FL 33541
4	*	510	Charlotte CI	n/a	33123 Oil Well Road Punta Gorda, FL 33955
4		544	Ft. Myers Work Camp	Charlotte CI	2575 Ortiz Avenue Ft. Myers, FL 33905
4	*	463	Dade CI	n/a	19000 SW 377 th Street Florida City, FL 33034
4	*	401	Everglades CI	n/a	1599 SW 187 th Avenue Miami, FL 33194
4		441	Everglades Re-Entry Center	Everglades CI	1599 SW 187 th Avenue Miami, FL 33194
4	*	419	Homestead CI	n/a	19000 SW 377 th Street Florida City, FL 33034
4	*	430	Martin CI	n/a	1150 SW Allapattah Road Indiantown, FL 34956
4		420	Martin Work Camp	Martin CI	100 SW Allapattah Road Indiantown, FL 34956
4		469	West Palm Beach CRC	Martin CI	261 W. Fairgrounds Road West Palm Beach, FL 33411
4		452	Atlantic CRC	Martin CI	261 W. Fairgrounds Road West Palm Beach, FL 33411
4		431	Loxahatchee Road Prison	Martin CI	230 Sunshine Road West Palm Beach, FL 33411
4	*	404	Okeechobee CI	n/a	3420 NE 168 th Street Okeechobee, FL 34972

Region	Major Institution	Facility ID Number	Facility Name	Supervising Institution	Address
4		407	Okeechobee Work Camp	Okeechobee CI	3420 NE 168 th Street Okeechobee, FL 34972
4		464	Sago Palm Re-Entry Center	Okeechobee CI	500 Bay Bottom Rd Pahokee, FL 33476
4	*	402	South Florida Reception Center (SFRC)	n/a	14000 NW 41 st Street Doral, FL 33178
4		403	SFRC South Unit	SFRC	14000 NW 41 st Street Doral, FL 33178
4		473	Opa Locka CRC	SFRC	5400 NW 135 th Street Opa Locka, FL 33054
4		446	Hollywood CRC	SFRC	8501 W Cypress Drive Pembroke Pines, FL 33025

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ATTACHMENT VI – PASS/FAIL REQUIREMENT CERTIFICATION AND NON-COLLUSION CERTIFICATION

FDC ITB-25-010

1. Business/Corporate Experience

The Vendor certifies it has at least three (3) years of business/ corporate experience, within the last five (5) years, in providing services relevant to the provision of services of similar size and scope of this solicitation. To ensure the Vendor is qualified to serve Inmate populations, the Vendor(s), whether responding independently, as a partnership, as a joint venture, or with a response that proposes utilization of Subcontractor(s), must collectively have at least three (3) years of business/corporate experience, within the last five (5) years, providing services of similar size and scope as described in this ITB.

2. Prime Vendor

The Vendor certifies it will act as the prime Vendor to the Department for all services provided under the Contract.

3. Meets Legal Requirements

The Vendor certifies that its proposed offering/solution, and all services to be provided under the Contract shall be compliant with all laws, rules, and other authority applicable to providing the services including, but not limited to, Florida's Open Government laws (Article I, Section 24, Florida Constitution, Chapter 119, F.S.).

4. Financial Stability

The Vendor attests to its positive financial standing and that its current Dun & Bradstreet (D&B) Financial Stress Score has a Financial Stress Class of 1, 2, 3 or 4.

5. Statement of No Inducement

The Vendor certifies that it has made no attempt and will make no attempt to induce any other person or firm to submit or not to submit a Bid. Further, the Vendor certifies its 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 Bid.

6. Statement of Non-Disclosure

The Vendor certifies that neither the price(s) contained in this Bid, nor the approximate amount of this Bid have been disclosed prior to award, directly or indirectly, to any other Vendor or to any competitor.

7. Statement of Non-Collusion

The Vendor certifies that the prices and amounts in its Bid have been arrived at independently, without consultation, communications, or agreement with any other Vendor or with any entity for the purpose of restricting competition.

8. Statement of Data Security

The Vendor attests that all data generated, used, or stored by the Vendor pursuant to the Contract will reside and remain in the United States and will not be transferred outside of the United States.

10. Scrutinized Company Certification

A. If the Vendor provides goods or services of any amount, the Vendor certifies:

- The Vendor has completed the "Quarterly List of Scrutinized Companies" section of Form PUR 7801.

B. If the Vendor provides goods or services that could be at or above \$1 million, the Vendor also certifies:

- The Vendor has completed the "Scrutinized List of Prohibited Companies" section of Form PUR 7801.

- C. The Vendor agrees that the Agency can immediately terminate any agreement for cause or disqualify the vendor from further consideration of any purchases, if the following is discovered:
- The Vendor is found to have submitted a false certification, after providing notice in accordance with 287.135(5)(a), F.S.;
 - The Vendor is placed on a list created pursuant to Section. 215.473, F.S., relating to scrutinized active business operations in Iran; or
 - The Vendor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.
- D. The Vendor understands the following:
- The Agency may, on a case-by-case basis, make exceptions to these requirements as permitted in Section 287.135(4), F.S.; and
 - An unsuccessful Vendor has no right to protest the award of a contract or renewal on the basis of a false certification, in accordance with Section 287.135(6), F.S.

11. E-Verify

Every public employer, contractor, and subcontractor shall register with and use the E-Verify system, <https://www.e-verify.gov/employers>, to verify the work authorization status of all newly hired employees.

- A. The Vendor has completed the E-Verify section in PUR 7801.
- B. The Vendor understands that a public agency must require that any contractor or subcontractor registers with and uses the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor in accordance with s. 448.095(5), F.S.
- C. The Vendor understands that it shall be unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States, in accordance with s. 448.09, F.S.
- D. The Vendor has included proof of its E-Verify registration.**
- E. The primary Vendor understands that it must request and maintain an affidavit for all subcontractors stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The primary Vendor certifies that it will provide subcontractor affidavit(s) to the Department at any time the Department requests.

12. Foreign Countries of Concern Attestation

- A. The vendor understands that, if awarded, it will have access to personal identifying information as "personal information" is defined in s. 501.171, F.S.
- B. The vendor has included a completed DMS Form PUR 1355.

13. Foreign Gifts, Interest and Contracts

In submitting this bid, proposal or reply, the vendor certifies the following:

- A. The Vendor has completed the s. 286.101, F.S., required disclosures section of PUR 7801;
- B. If applicable, the Vendor has provided a list to the Department, prior to submission of its bid, proposal or reply, of previous disclosures that were made subject to the requirements of s. 286.101(3), F.S.; and**
- C. The vendor understands that it is a continuing requirement of this procurement process to make disclosures in accordance with s. 286.101, F.S.

14. The Vendor has completed the PUR 7801 section that relates to the following:

- A. Convicted Vendor List**
- B. Discriminatory Vendor List**
- C. Antitrust Violator Vendor List**
- D. Suspended Vendor List**

15. Forced Labor Vendor List:

Contractor has completed **DMS FORM PUR 7801** and **DMS Form PUR 2024**; and understands that pursuant to Section 287.1346, F.S., a Vendor on the Forced Labor Vendor List:

- A. May NOT be awarded a contract or perform work as a contractor, supplier, subcontractor, or consultant with an agency for the provision of commodities; or
- B. May NOT transact business for the provision of commodities with any agency.
- C. May have a contract immediately terminated in accordance with Section 287.1346(4)(a)2., F.S., if the Contractor is placed on the Forced Labor Vendor List.

Vendor Name: _____

Authorized Signature: _____

Printed Name of Authorized Signor: _____

NOTARY AFFIRMATION: STATE OF _____, COUNTY OF _____

Pursuant to Section 117.05(13)(a), F.S., the signor, subscribed before me by means of physical presence or online notarization, this _____ (Day) of _____ (month), 20____, affirms the contents of this Attachment.

(Place Notary Seal Below) | Signature of Notary Public: _____

Name of Notary Typed, Printed, or Stamped: _____

**ATTACHMENT VII – FOREIGN COUNTRY OF CONCERN ATTESTATION (PUR
1355)
FCD ITB-25-010**

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in [Rule 60A-1.020, F.A.C.](#)

Name of entity is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name:

Title:

Signature:

Date:

ATTACHMENT VIII – FORCED LABOR VENDOR ATTESTATION
(PUR 2024)
FDC ITB-25-010

Part A: Use of Coercion for Labor and Services

Pursuant to Section 787.06(13), F.S., this portion of the form **must be completed by an officer or representative of the nongovernmental entity** executing, renewing, or extending a contract with a governmental entity.

Name of Entity: _____ does not use coercion for labor or services as defined in Section 787.06, F.S.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Entity Name: _____

Representative/Officer's Printed Name: _____

Representative/Officer's Title: _____

Signature: _____ Date: _____

Part B: Provision of Commodities Produced by Forced Labor

Pursuant to Section 287.1346(4)(b), F.S., this portion of the form **must be completed by a member of the company's senior management, as defined in Section 287.1346, F.S.**, when the company submits a response to a solicitation for the provision of commodities and before the company enters into or renews a contract for the provision of commodities.

I certify that to the best of my knowledge, the commodities _____ is offering to the Department have not been produced, in whole or in part, by forced labor.

Entity Name: _____

Senior Management's Printed Name: _____

Senior Management member's Title: _____

Signature: _____ Date: _____

ATTACHMENT IX – VENDOR CERTIFICATION FORM (PUR 7801)
FDC ITB-25-010

I hereby certify the following on behalf of the vendor identified below:

<u>Customer Indicator</u> (Required, N/A, Determined by Vendor)	<u>Vendor Indicator</u> (Certified, N/A)	<u>Certification</u>
Choose an item.	Choose an item.	Regardless of the dollar value of the goods or services provided, in accordance with the requirements of Section 287.135(5), F.S., the Vendor is not participating in a boycott of Israel and is not on the State Board of Administration's "Quarterly List of Scrutinized Companies that Boycott Israel," available at https://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/GlobaIGovernanceMandates.aspx .
Choose an item.	Choose an item.	If the goods or services to be provided are \$1 million or more, in accordance with the requirements of Section 287.135, F.S., the vendor is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List (collectively, "Scrutinized List of Prohibited Companies"); does not have business operations in Cuba or Syria; and is not on the State Board of Administration's "Scrutinized List of Prohibited Companies" available under the quarterly reports section at https://www.sbafla.com/fsb/PerformanceReports.aspx .
Choose an item.	Choose an item.	The Vendor is not on the Suspended Vendor List; it and its suppliers, subcontractors, or consultants to be utilized under the contract are not on the Convicted Vendor, Discriminatory Vendor, or Antitrust Violator Vendor Lists; and there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the vendor's ability to satisfy the contract obligations. The Vendor is hereby informed of the provisions of sections 287.133(2)(a), 287.134(2)(a), and 287.137(2)(a), F.S., that identify the impacts to the vendor's ability or its affiliates' ability to respond to the competitive solicitations of a public entity; to be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity; or to transact business with a public entity if it, or its affiliates, are placed on the Convicted Vendor, Discriminatory Vendor, or Antitrust Violator Vendor Lists of the Department of Management Services. The Vendor is hereby further informed of the provisions of Section 287.1351, F.S., that identify the impacts to the vendor's ability to enter into or renew a contract with an agency, as defined in Section 287.012, F.S., if it is placed on the Suspended Vendor List of the Department of Management Services.

Choose an item.	Choose an item.	If the contract grants the Vendor access to an individual's personal identifying information, the Vendor is not prohibited from entering into the contract pursuant to Section 287.138, F.S., and has completed the Form PUR 1355, "Foreign Country of Concern Attestation Form," available at http://www.flrules.org/Gateway/reference.asp?No=Ref-15843 , and attached it hereto.
Choose an item.	Choose an item.	If the Vendor is a common carrier, as defined in Section 908.111, F.S., or a contracted carrier, it is not prohibited from entering into the contract pursuant to section 908.111, F.S., and has completed the Form PUR 1808, "Common Carrier or Contracted Carrier Attestation Form," available at http://www.flrules.org/Gateway/reference.asp?No=Ref-14614 , and attached it hereto.
Choose an item.	Choose an item.	The Vendor is registered with, and uses, the E-Verify system for all newly hired employees in accordance with Section 448.095, F.S.; and has not, within the last year, had a contract terminated under Section 448.095(5)(c), F.S., by a public employer, contractor, or subcontractor, as defined by Section 448.095(1), F.S.
Choose an item.	Choose an item.	The Vendor is in compliance with all applicable disclosure requirements set forth in section 286.101, F.S., and has not been deemed ineligible for a grant or contract funded by a state agency pursuant to section 286.101(7), F.S.
Choose an item.	Choose an item.	If the Contract is between a nongovernmental entity and a governmental entity, in accordance with Section 787.06, F.S., the Vendor has completed an affidavit signed by an officer or a representative of the Vendor under penalty of perjury attesting that the Vendor does not use coercion for labor or services as defined in Section 787.06, F.S.

[the Vendor may add rows to this table for additional certifications required by law or rule]

By signing below, I certify that I am authorized to complete and submit this Vendor Certification Form on behalf of the vendor.

Vendor Information

Signatory

Name

Signature

Date

FEIN

Typed or Printed Name

Title

ATTACHMENT X – SUBCONTRACTING FORM
FDC ITB-25-010

The Respondent is to complete the information below on all subcontractors that shall provide services to the Respondent to meet the requirements of the resultant contract, should the Respondent be awarded. Submission of this form does not indicate the Department's approval but provides the Department with information on proposed subcontractors for review.

Please complete a separate sheet for each subcontractor.

There will be subcontractors for this solicitation: YES ____ NO ____ (check one)

If **no**, vendor is not required to complete the remainder of this form.

If **yes**, vendor is required to complete the remainder of this form.

Service: _____

Company Name: _____

Contact: _____

Address: _____

Telephone: _____

Fax: _____

Occupational License No: _____

Current Registered as Certified Minority Business Enterprise (CMBE), Women-Owned Business (WBE), or Veteran-Owned? YES ____ NO ____ (check one)

Acknowledgment from Respondent that this subcontractor has successfully complied with the "Subcontractor Acceptance Process"? YES ____ NO ____ (check one)

W-9 verification: YES ____ NO ____ (check one)

In a job description format, describe below the responsibilities and duties of the subcontractor based on the technical specifications outlined in this solicitation.
