

***Agency for Persons with Disabilities
State of Florida
Sunland***



**INVITATION TO BID
(ITB)**

FOR

**HAND RAILS ADA
ITB #APD 15-006**

UNSPSC COMMODITY CODE: 30103100

Bid Opening Date:

08/2/2016 at 1:00 P.M. (CST)

MAIL OR DELIVER BID REPLIES/RESPONSES TO:

Joni Laramore

Agency for Persons with Disabilities-Sunland

Purchasing Office, Administration Building

3700 Williams Drive Marianna, Florida

Telephone: (850) 482-9345

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SECTION 1 - INTRODUCTION

1.1 Statement of Need

The Agency for Persons with Disabilities (Agency) at Sunland, located at 3700 Williams Drive in Marianna, Florida is an Intermediate Care Facility for the Developmentally Disabled. Residents live in homes, and every effort is put forth to provide them with a typical home-like setting. The facility provides complete care for the residents. Sunland facility is located on approximately 500 acres of land. The facility has 19 administrative and/or residential buildings that are in need of the installation of hand rails meeting the requirements of the Americans with Disabilities Act (ADA).

1.2 Statement of Purpose

The purpose of this Invitation to Bid (ITB) is to solicit competitive sealed bids from qualified vendors to install ADA compliant handrails at the Sunland facility. The Vendor shall furnish all labor, equipment, materials, tools, and expert knowledge necessary to complete the project. The term "Vendor" refers to any Vendor submitting a bid in response to this ITB, or the Vendor that is issued a purchase order under this ITB, as the context requires.

1.3 Term of Contract

Purchases shall be accomplished through issuance of a purchase order(s) (Purchase Order(s) or Contract(s)). The Purchase Order Terms and Conditions (Terms and Conditions) are contained in Appendix VI, which Terms and Conditions are incorporated herein. The State of Florida PUR 1000 General Contract Conditions is referenced in and part of the Terms and Conditions and can be found at:

<http://www.dms.myflorida.com/content/download/2933/11777/1000.pdf>

The term of any Contract issued under this ITB shall be as set forth in Section 4.11 below.

SECTION 2 - ITB PROCESS

2.1 Contact Person

- (a) The Procurement Officer is the sole point of contact for this ITB. The Procurement Officer for this ITB is:

Joni Laramore, Purchasing Director
Sunland Purchasing Department
3700 Williams Drive
Marianna, FL 32446
Telephone: (850) 482-9345
E-mail: joni.laramore@apdcares.org

- (b) After the Agency has posted the Intent to Award and a Purchase Order has been issued to the responsible, responsive, and qualified Vendor, the chosen Vendor can communicate directly with the Project Manager. The Sunland Operations Director is the Project Manager who will oversee the installation. He

has the authority to authorize payment upon satisfactory completion as set forth in Section 7.2 below. The Project Manager for this project is:

Allen Ward, Sunland Operations Director
Sunland Maintenance Department
3700 Williams Drive
Marianna, FL 32446
Telephone: (850) 482-9910
Email: allen.ward@apdcares.org

2.2 Posting

All notices, decisions, intended decisions, and other matters relating to this procurement will be electronically posted on the State of Florida Vendor Bid System at: <http://www.myflorida.com/apps/vbs/vbs> [www.main menu](#).

It is the responsibility of those submitting a response to the solicitation to obtain the results from the postings on the Vendor Bid System in sufficient time to protect their own interests should they care to do so.

2.3 Limitation on Contacting Agency Personnel

Until the Intent to Award has been issued, bidders to this solicitation or persons acting on their behalf may not contact any employee of the Agency concerning any aspect of this solicitation, except in writing to the Procurement Officer identified in Section 2.1, Contact Person.

[ITB SPECIFICATIONS CONTINUED ON THE FOLLOWING PAGE]

2.4 Calendar of Events and Deadlines

Listed below are the important activities and dates/times by which the actions must be taken and completed. If the Agency finds it necessary to change any of these dates/times, it will be accomplished by addendum published on the Vendor Bid System. **All listed times are local times in Marianna, Florida, (Jackson County) Central Standard Time (CST).**

| <u>ACTIVITY</u> | <u>DUE DATE</u> | <u>TIME</u> | <u>LOCATION</u> |
|---|-----------------|-----------------------|---|
| ITB Advertise and Release Date | 06/09/2016 | | Vendor Bid System: http://www.myflorida.com/apps/vbs/vbs www.main menu |
| *Hold Mandatory Solicitation Conference/Site Visit Date | 06/28/2016 | 9:00 A.M.CST | Agency for Persons with Disabilities – Sunland 3700 Williams Drive Administration Building, Conference Room Marianna, Florida 32446 |
| Questions submitted in writing must be received by Agency | 07/14/2016 | Prior to 1:00 P.M.CST | Inquiries sent to Procurement Officer via certified mail: Joni Laramore, Purchasing Director Sunland Purchasing Department 3700 Williams Drive Marianna, FL 32446 Inquiries sent to Procurement Officer via email: Joni.Laramore@apdcares.org |
| Anticipated posting of Agency's Response to Inquiries: | 07/19/2016 | | Posted electronically via the following Internet site: http://www.myflorida.com/apps/vbs/vbs www.main menu |
| *Receive All Sealed Bids & Bid Opening Date | 08/02/2016 | Prior to 1:00 PM CST | Attn: Joni Laramore, Procurement Officer Agency for Persons with Disabilities – Sunland 3700 Williams Drive Administration Building – Purchasing Department Marianna, Florida 32446 |
| Anticipated Posting of Intent to Award | 08/08/2016 | | Vendor Bid System: http://www.myflorida.com/apps/vbs/vbs www.main menu |
| Anticipated Effective Date of Purchase Order | 08/23/2016 | | |

***All vendors are hereby notified that the meetings noted with an asterisk above (*) are public meetings open to the public and may be electronically recorded by any member of the audience. Although the public is invited, no comments or questions will be taken from vendors or other members of the public.**

2.5 Solicitation Conference

There will be a Mandatory Solicitation Conference and site visit for participating Vendor's and/or Vendor's representatives to be held as specified in Section 2.4, Calendar of Events and Deadlines. All Vendors must sign in at the Sunland Administration Building, Conference Room, as specified in 2.4, Calendar of Events and Deadlines prior to completing the site visit. Failure to sign in will result in the disqualification of submitted bid(s). The site visit during the Mandatory Solicitation Conference is to familiarize Vendors with conditions that may in any manner affect the work to be done, or the equipment, materials, and labor required. The Vendor shall examine this ITB carefully. Ignorance of any requirements contained herein or of conditions existing at the site will not relieve the Vendor of liability and obligations under the resulting Purchase Order.

Small businesses, and, certified minority-owned businesses, woman-owned businesses and veteran owned businesses are encouraged to participate in any scheduled conferences, pre-solicitation, or pre-bid meetings.

Each Vendor attending the Mandatory Solicitation Conference and site visit will be given a layout of each building showing where the hand rails will be installed.

2.6 Vendor Questions

- a. Any questions from Vendors concerning the terms and conditions of this ITB document will only be accepted if submitted in writing via email or certified U.S. mail or other certified delivery service, and shall be directed **to the Procurement Officer** and must be received no later than the date and time specified in Section 2.4, Calendar of Events and Deadlines. It is the responsibility of the Vendor to confirm receipt of e-mailed questions
- b. Any questions concerning the installation of the handrails or any workmanship related questions from Vendors that attend the mandatory walk thru will only be accepted if submitted by email or certified U.S. mail or other certified delivery service to the Procurement Officer, and must be received no later than the date and time specified in Section 2.4, Calendar of Events and Deadlines. It is the responsibility of the Vendor to confirm receipt of e-mailed questions.
- c. All responses to all questions, including written Agency clarifications and/or addendum, if made to the ITB, will be made available through electronic posting on the Vendor Bid System at http://www.myflorida.com/apps/vbs/vbs_main_menu

It is the responsibility of all potential Vendors to monitor this site for any changing information prior to submitting their bid.

2.7 Withdrawal of Bids

A submitted bid may be withdrawn by submitting a written request for its withdrawal to the Agency, signed by the Vendor within seventy-two (72) hours after the bid opening time and date indicated in Section 2.4, Calendar of Events and Deadlines. A request

received in accordance with this provision may be granted by the Agency upon proof of the impossibility to perform based upon an obvious error on the part of the Vendor.

2.8 Acceptance/Rejection of Bids

Bids must be received by the Agency no later than the time, date, and location as indicated in Section 2.4, Calendar of Events and Deadlines. Any bid submitted and not withdrawn or rejected shall remain a valid offer for at least ninety (90) days after the bid submission date. No changes, modifications or additions to bids submitted after the deadline for the Bid Opening has passed will be accepted by or be binding on the Agency.

Bids not received either at the specified location, or by the specified date and time, or both, will be rejected and maintained unopened by the Agency.

The Agency reserves the right to withdraw the ITB or to waive minor irregularities at any time, including after an award is made, when to do so would be in the best interest of the State of Florida, and by doing so the Agency assumes no liability to any prospective Vendor. Minor irregularity is defined as a variation from the ITB terms and conditions that does not affect the price of the bid, or give the Vendor an advantage or benefit not enjoyed by other Vendors, or adversely affect the interest of the Agency. At its option, the Agency may correct minor irregularities but is under no obligation whatsoever to do so.

2.9 Rejection of Bids

The Agency reserves the right to reject any or all bids or portions thereof under any of the following circumstances:

- (a) When the bidding process, including the procedure followed by the Agency, involves a material conflict with a rule or statutory or case law;
- (b) When the Agency has evidence to indicate that collusion exists among the Vendors;
- (c) When the base bid or the base bid minus all deductive alternates exceeds the funds available for construction;
- (d) When the Agency has evidence to indicate the Vendor is not in a position to perform the Purchase Order in accordance with Rule 60D-5.004, Florida Administrative Code (F.A.C.);
- (e) When the Agency has evidence to indicate the Vendor has an interest in more than one proposal for the same work;
- (e) When the Agency finds the unit price provided with a bid proposal is not approximately the same as the unit cost for the same work provided as a lump sum for a specified quantity in the base bid, or alternate;

(f) When the Agency determines that the bid is not valid according to the bid specifications; or

(g) When the Agency determines that a conflict of interest exists.

The Agency also reserves the right to reject a bid that is unreasonably low. "Unreasonably low" means that requiring the contractor to perform the Purchase Order at that price would be reasonably expected to result in unacceptable quality of performance or abandonment of the project; however, this subsection is not applicable unless the bid is at least 20% less than the next low bid. When the Agency suspects that the apparent low responsive bid is unreasonably low, the following policies and procedures apply:

(aa) The Agency shall advise the Vendor of why the bid is suspected of being unreasonably low and require the Vendor to reconsider the bid;

(bb) The Vendor, upon reconsideration, within ten (10) working days (or longer if the parties agree) from the date the Vendor received request for reconsideration, shall inform the Agency of its position on whether the bid is unreasonably low and furnish the Agency all relevant information including the documents that pertain to the reconsideration. The Vendor shall demonstrate to the Agency that its position is correct, whether the decision was affirmative or negative;

(cc) If the Agency concludes that the bid is unreasonably low, the Agency shall give notice of intention to reject the bid, subject to the right of the Vendor to file a bid protest. If the Vendor fails to furnish evidence in support of the bid, the Agency may presume that the bid is unreasonably low.

2.10 Bid Opening

Bids will be opened publicly at the time and place stated in the ITB on the Department of Management Services' Vendor Bid System and in the Florida Administrative Register. If those dates conflict, the date specified on the Vendor Bid System shall prevail. The Procurement Officer whose duty it is to open bids will decide when the specified time has arrived and no bids received thereafter will be considered. The Procurement Officer will announce the name of each Vendor and the price submitted in the bid and upon request, release the bid tabulation sheet which contains this information pursuant to section 255.0518, Florida Statutes.

2.11 Notice of Intent to Award

The Notice of Intent to Award shall be posted on the Vendor Bid System by the date stated in Section 2.4, Calendar of Events and Deadlines at the following site:
http://www.myflorida.com/apps/vbs/vbs_main_menu

The Agency shall award the Purchase Order with reasonable promptness by written Notice of Intent to Award to the responsible, responsive, and qualified Vendor that submits the lowest responsive bid.

If the Notice of Intent to Award is delayed, in lieu of posting the Notice of Intent to Award, the Agency shall post a notice of the delay and a revised date for posting the Notice of Intent to Award.

The Agency reserves the right, after posting notice thereof, to withdraw or amend its Notice of Intent to Award and reopen discussions with any prospective Vendor at any time prior to execution of a Purchase Order.

2.12 Determination of Successful Vendor

The award of a Purchase Order will be made to the responsive Vendor, determined to be qualified in accordance with the provisions herein and meeting the requirements of the bidding documents, that submits the lowest valid bid for the work pursuant to section 60D-5.007, F.A.C.

2.13 Protests and Disputes

Any person who is adversely affected by the terms, conditions and/or specifications contained in a solicitation, including any provisions governing the methods for ranking bids, proposals, or replies, awarding purchase orders, reserving rights of further negotiation, or modifying or amending any written agreement shall file a notice of protest in writing within seventy-two (72) hours (Saturdays, Sundays and state holidays excluded) after the posting of the solicitation or decision or intended decision. **FAILURE TO FILE A NOTICE OF PROTEST OR A FORMAL WRITTEN PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.57(3), FLORIDA STATUTES (F.S.), SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, F.S.**

When protesting a decision or intended decision the protestor must post a bond equal to one percent (1%) of the Agency's estimated Purchase Order amount. The estimated Purchase Order amount shall be based upon the Purchase Order price submitted by the protestor. If no Purchase Order price was submitted, the Agency shall provide the estimated Purchase Order amount to the protestor within seventy-two (72) hours (excluding Saturdays, Sundays and state holidays) after the notice of protest has been filed. The estimated Purchase Order amount is not subject to protest pursuant to section 120.57(3), F. S. The bond shall be conditioned upon the payment of all costs and charges that are adjudged against the protestor in the administrative hearing in which action is brought and in any subsequent appellate court proceeding. In lieu of a bond the Agency may accept a cashier's check, official bank check, or money order in the amount of the bond. **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 3 – SPECIFICATIONS

3.1 Mandatory Specifications

(a) The hand rail style should be antiligature flat vinyl front with rounded top and bottom. The hand rail will have a height of 5 ½" and a grip of 1 ½" vinyl cover. The vinyl cover has to be a minimum of .080" (2mm) thickness with a continuous aluminum retainer and matching continuous mounting brackets. The hand rails

will have inside corners, outside corners, returns, splices and hardware to comply with the ADA and American National Standards Institute (ANSI), and the Florida Building Code (2014) standards.

(b) The color of the hand rails and all accessories necessary for installation must be a neutral beige or sandstone.

(c) Vendor shall prepare and attach as Exhibit VII a sample schematic diagram of the Vendor's proposed handrail. See Section 5.7 below and Appendix VII.

3.2 Workmanship

(a) All work shall be done in a neat and professional manner;

(b) All work shall meet accepted standards of good practice; and

(c) Any work which does not present a professional appearance or which is below the accepted standards of practice will be replaced at the Agency's direction and at the Vendor's expense.

3.3 Vendor Responsibilities

The Vendor shall provide the necessary labor, materials, equipment, permitting and supervision required to install new hand rails in accordance with the ADA, ANSI, and the specifications and requirements set forth in the Florida Building Code (2014).

(a) The Vendor will not be responsible for the removal of hand rails. Currently, the areas do not have hand rails.

(b) Failure of the Vendor to visit the job site and include contingencies or failure to report conflicts or discrepancies shall not relieve the Vendor from complete and correct installation of all work.

(c) The Vendor shall carefully coordinate with the Project Manager its work and that of other tradesmen working at the construction site, and shall cooperate in every way with the Project Manager and others to prevent delays in construction and avoid conflicts in work.

(d) The Vendor shall maintain a neat and orderly job site and remove all rubbish caused by its work on a daily basis. At the completion of the job, all tools, equipment, and rubbish shall be removed and the job site left in an acceptable condition.

(e) The Vendor is responsible for all safety measures required by law, prudence, and common sense, including but not limited to, those which may be spelled out elsewhere in these specifications.

(f) The Vendor shall ensure the work area is properly secured during the installation to prevent access by the resident population.

(g) The Vendor shall obtain all permits and arrange for all inspections required by state and local authorities, and shall pay all fees and charges associated with same.

(h) The Vendor is responsible for all transportation of its workmen, materials, and equipment to the construction site.

(i) The Vendor will ensure all work and installation of the new ADA hand rails is completed and approved by the Agency within one hundred eighty (180) days after the Purchase Order is awarded.

(j) The Vendor must, at its expense, obtain, in accordance with section 393.065 and Chapter 435, Florida Statutes, a Level Two Background Screening for any of its employees who will work at the facility. No employee will be allowed on the facility premises until the Procurement Officer has been provided proof that each employee has obtained and passed the background screening. Every work day the Agency will verify that Vendor's employees arriving for work have been background screened in accordance with this Section 3.3(j).

3.4 Coordination

Both before, during, and after performing work, the Vendor will examine any work done by other tradesmen that affects, interfaces with, or bears on work described in this ITB. Vendor will notify the Project Manager, identified in Section 2.1(b) above, if conditions exist that will prevent Vendor from satisfactorily completing its work. Start of work by the Vendor shall constitute acknowledgement of the suitability of existing conditions and/or work performed by other tradesmen.

3.5 Work Schedule

All work shall be coordinated with the Project Manager. The Vendor shall submit a proposed work schedule seven (7) days in advance of commencing work. Any changes or adjustments to the work schedule shall be coordinated with the Project Manager.

The safety of the individuals living at Sunland is top priority. The proposed work schedule will assist the Project Manager and house supervisors in coordinating minimum disruption for the residents.

3.6 Damage

The Vendor shall exercise due care, shall take all necessary protective measures, and shall repair or replace any property that is damaged as a result of the work performed.

3.7 Codes

All work, materials, and equipment provided shall be in compliance with the applicable sections, codes, and standards, including but not limited to, the latest editions of the following codes and standards:

- (a) Occupational Safety and Health Regulations;

- (b) National Fire Codes;
- (c) Florida Building Code;
- (d) ADA and ANSI Standards.

3.8 Inspections

The Vendor is responsible for scheduling with the Project Manager all inspections required by state or local authorities and construction reviews by the Agency. The project will not be considered complete until required inspections and construction reviews are satisfactorily performed, and the work is accepted by the Project Manager.

3.9 Warranty

Vendor shall warrant all labor, materials, equipment, and work performed under this ITB to be free from defects in materials or workmanship for a period of one year from the date of final payment by the Agency. Should any defect develop during the warranty period due to improper materials, workmanship, equipment, or arrangement, the defect, including adjacent work displaced, shall be repaired or replaced at no expense to the Agency.

3.10 Delivery and Storage

Equipment and materials shall be properly stored, adequately protected, and carefully handled in accordance with the manufacturer's recommendations to prevent injury or damage before and during installation.

SECTION-4 - VENDOR REQUIREMENTS

4.1 Vendor Qualifications

The Vendor shall have all applicable licenses and/or permits required by the State of Florida, or any other governmental body. The Vendor must comply with all applicable federal, state, and local rules and regulations pertaining to the storage, handling, transporting, installation, treatment, removal, and disposal of trash/waste.

4.2 Convicted Vendor List and Discriminatory Vendor List

Section 287.133(2)(a), F.S. provides:

(2)(a) A person or affiliate who has been placed on the convicted Vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a Purchase Order to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a Purchase Order with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount

provided in s. 287.017, F.S. for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

Section 287.134(2)(a), F.S. provides:

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

Pursuant to sections 287.133(2)(a) and 287.134(2)(a), F.S., and Sections 7 and 8 of the State of Florida PUR 1001 General Instructions to Respondents, vendors or affiliates placed on the Convicted Vendor List or on the Discriminatory Vendor List may not submit a bid. The Agency reserves the right to disqualify a vendor at any stage of the procurement process, up to an award of the Contract. PUR 1001 is incorporated herein by reference and is located at the following website:

<http://dms.myflorida.com/content/download/2934/11780>

4.3 Vendor Disqualifications for Previous Failure to Perform

In addition to other criteria set forth herein, failure to have performed any previous contractual obligations with the Agency in a manner satisfactory to the Agency will be a sufficient cause for disqualification or termination. To be disqualified as a vendor under this provision, the prospective Vendor must have previously failed to satisfactorily perform in a contract with the Agency, been notified by the Agency of the unsatisfactory performance and failed to correct the unsatisfactory performance to the satisfaction of the Agency or had a contract terminated by the Agency for cause.

4.4 Current state vendor license, certification or registration as required by Florida Statutes.

A copy of each license, certification, or registration needed to perform the work shall be submitted by the Vendor at the time Vendor's bid is submitted.

4.5 Current Registration

Whether the Vendor is a corporation, partnership, limited partnership, limited liability company, joint venture, or sole proprietorship, Vendor must submit, at the time its bid is submitted, evidence that the entity is in good standing in the State of Florida. Corporations should submit a certificate of incorporation, and partnerships, limited partnerships, and limited liability companies should submit a certificate of formation. Sole proprietorships, joint ventures, and out-of-state (foreign) corporations must be registered to do business in the State of Florida. Such evidence must be provided at the time the bid is submitted, or they may be disqualified.

4.6 Bid Bond

Pursuant to section 60D-5.004(2)(b)1.b., F.A.C., for all bids exceeding \$100,000, Vendors shall submit with the bid, a good faith deposit with the bid in the amount of five percent (5%) of the bid by way of a bid bond from a surety company authorized to do business in Florida as a surety or a certified check accompanying the bid, such requirement may be satisfied by the bidder depositing in lieu of such certified check, a cashier's check, treasurer's check, or bank draft of any national or state bank. No personal checks will be accepted. The cost of the bid bond or the cost of issuing a cashier's check, treasurer's check, or bank draft shall be borne by the Vendor.

The bid bond, certified check, cashier's check, treasurer's check, or bank draft shall be returned to the Vendor to whom the Purchase Order is issued within twenty (20) calendar days after the Purchase Order is issued and accepted by the Vendor, provided (i) the Vendor does not withdraw its bid prior to bid opening or acceptance, or (ii) the Vendor posts the required performance bond and labor and materials payment bond within the time required for such bonds to be posted.

In the event the Vendor withdraws its bid prior to the opening of the bids, or fails to timely enter into a contract, or fails to timely post either of the bonds required below, the bid bonds, certified check, cashier's check, treasurer's check, or bank draft, as the case may be, shall be forfeited as compensation for such default in lieu of the Agency's damages, which cannot be determined with any degree of certainty.

4.7 Performance Bond

Pursuant to section 60D-5.004(2)(b)1.c., F.A.C., for all bids exceeding \$100,000, Vendors shall submit with the bid or within two (2) working days of being notified as the low responsive, qualified bidder, evidence of ability to provide the necessary performance bond for the project by providing a letter of intent to provide a 100% performance bond from a surety company authorized to do business in the State of Florida by the Department of Financial Services.

The Vendor shall furnish the Agency with the 100% performance bond by a surety company meeting the minimum provisions set forth in Section 4.9 below. The Vendor has fifteen (15) calendar days after the Agency issues an Intent to Award the Purchase Order to post the bond; provided however, the Agency will not issue the Purchase Order until the performance bond is posted. The performance bond must be in form, content, and conditions acceptable to the Agency, and must be payable to the Agency for Persons with Disabilities for 100% of the bid amount.

4.8 Labor and Material Payment Bond

Pursuant to section 60D-5.004(2)(b)1.c., F.A.C., for all bids exceeding \$100,000, Vendors shall submit with the bid or within two (2) working days of being notified as the low responsive, qualified bidder, evidence of ability to provide the necessary labor and material payment bond for the project by providing a letter of intent to provide a 100% labor and material payment bond from a surety company authorized to do business in the State of Florida by the Department of Financial Services.

The Vendor shall furnish the Agency with the 100% labor and material payment bond by a surety company meeting the minimum provisions set forth in Section 4.9 below. The Vendor has fifteen (15) calendar days after the Agency issues an Intent to Award the Purchase Order to post the bond; provided however, the Agency will not issue the Purchase Order until the labor and material payment bond is posted. The labor and material payment bond must be in form, content, and conditions acceptable to the Agency, and must be payable to the Agency for Persons with Disabilities for 100% of the bid amount.

4.9 Performance and Payment Bond Requirements

Performance and payment bonds must satisfy the following requirements:

(a) Pursuant to section 255.05, F.S., Vendors shall be required, before commencing the work or before recommencing the work after a default or abandonment, to execute and record in the public records of Jackson County, Florida the payment and performance bonds required by this ITB. The Agency does not require the Vendor to secure the surety bonds from a specific agent or bonding company. Before commencing the work or before recommencing the work after a default or abandonment, the Vendor shall provide to the Agency a certified copy of the recorded bonds. Notwithstanding the terms of the Contract or any other law governing prompt payment for construction services, the Agency may not make a payment to the Vendor until the Vendor has complied with this section. The bond must state on its front page: (i) the name, principal business address, and phone number of the Vendor, the surety, the State of Florida, and the Agency; (ii) the Purchase Order number assigned by the Agency; (iii) the bond number assigned by the surety; and (iv) a description of the project sufficient to identify it, such as a legal description or the street address of the property being improved, and a general description of the improvement.

(b) Pursuant to section 287.0935, F.S. and section 60D-5.004(2)(b)1.c., F.A.C., the Vendor must submit the payment and performance bonds by a surety company that, at minimum, meets the following requirements: (i) the surety company must be licensed to do business in the State of Florida; (ii) the surety company must hold a certificate of authority authorizing it to write surety bonds in the State of Florida; (iii) the surety company must have twice the minimum surplus and capital required by the Florida Insurance Code, sections 624.01, *et seq.*, at the time the bid is issued; (iv) the surety company must otherwise be in compliance with the provisions of the Florida Insurance Code; and (v) the surety company must hold a currently valid certificate of authority issued by the United States Department of the Treasury under 31 U.S.C. ss. 9304-9308.

Vendor shall provide, upon request, written proof from the surety company and/or the Department of Financial Services of the State of Florida that all bonds meet all statutory requirements. All bonds must be payable to the Agency for Persons with Disabilities. All bonds must be signed by a Florida licensed agent who holds a current power of attorney from the surety company issuing the bond. All vendors are responsible for notifying their surety of all of the requirements for bid (if a bid bond is submitted), performance, and payment bonds.

4.10 Vendor's Worker's Compensation, General Liability, and Automobile Insurance

The Vendor shall secure and maintain, at its expense, during the life of the Contract executed pursuant to this ITB, Workers Compensation Insurance, Commercial General Liability Insurance, and Commercial Automobile Liability insurance, as set forth below:

(a) Workers' Compensation Insurance: The vendor shall take out and maintain, during the life of the Contract, Workers' Compensation Insurance covering all of the vendor's employees connected with the work fully in compliance with Chapter 440, F.S., and, in case any of the work is subcontracted, the Vendor shall require the subcontractor similarly to provide Workers' Compensation Insurance for the subcontractor's employees unless such employees are covered by the protection afforded to the Vendor. In case any class of employees is engaged in hazardous work under this Purchase Order and the project site is not protected under the Workers' Compensation laws, the Vendor shall provide, and cause each subcontractor to provide, adequate insurance, satisfactory to the Agency, for the protection of those employees not otherwise protected.

(b) Commercial General Liability Insurance: The Vendor shall take out and maintain, during the life of the Contract, Commercial General Liability Insurance (including premises/operations liability, independent contractor's liability, contractual liability, products liability, completed operations liability, property damage liability, personal injury liability, bodily injury and death liability coverage) in the minimum amount of \$500,000 per occurrence and \$1,000,000 general aggregate combined single limit for bodily injury or death, personal injury, or property damage.

(c) Commercial Automobile Liability Insurance: The Vendor shall take out and maintain, during the life of the Contract, Commercial Automobile Liability Insurance covering bodily injury or property damage that may arise from operation an owned, un-owned, or hired automobile under the Contract, whether such operations are by Vendor or by anyone directly or indirectly employed by it. The amount, at minimum, shall as follows: combined single limit of \$500,000 per occurrence for bodily injury, personal injury, and property damage.

Within ten (10) calendar days following the bid award or immediately prior to issuance of the Purchase Order resulting from this ITB, whichever occurs first, Vendor shall furnish the Agency certificate(s) of the insurance verifying insurance coverage as required above. The Agency must be named as a certificate holder or loss payee, and the Purchase Order number must appear on the certificate. The certificate(s) shall provide that the Agency shall be given at least thirty (30) days prior written notice of termination, non-renewal, or reduction in the limit or scope of the coverage under the policy or policies.

4.11 Liquidated Damages Clause

From the date of receipt of the Purchase Order, Vendor will have one hundred fifty (150) days for a substantial completion walk-thru with Agency. Vendor will have an additional thirty (30) days for making any corrections as a result of the walk-thru. Vendor will have a total of one hundred eighty (180) days from the receipt of the Purchase Order to

complete the project. As liquidated damages for Vendor's failure to meet the time lines, Vendor will be subject to \$250.00 per day as liquidated damages for exceeding time specifications in lieu of the Agency's damages, which cannot be determined with any degree of certainty.

4.12 Vendors and Subcontractors

- (a) The successful Vendor may, only with prior written approval of the Agency, enter into written subcontracts for performance of specific services under the Purchase Order resulting from this solicitation. Anticipated subcontract agreements known at the time of bid submission, and the amount of the subcontract, must be identified in the bid. If a subcontract has been identified at the time of bid submission. Any such subcontractor will be evaluated at time of bid opening. Subsequent to the bid opening, a copy of any proposed subcontract must be submitted to the Agency prior to the Vendor entering into the subcontract. No subcontract that the Vendor enters into with respect to performance under the Contract shall in any way relieve the Vendor of any responsibility for performance of its contract responsibilities with the Agency. The Agency reserves the right to request and review information in conjunction with its determination regarding a subcontract request.
- (b) The successful Vendor shall provide a monthly Subcontract Report summarizing all subcontracting/material suppliers performed during the Purchase Order period. This report shall include the name and address, Federal Employment Identification number and dollar amount expended for any subcontractor. A copy of this form shall be submitted to the Agency's designated Procurement Officer
- (c) The Agency for Persons with Disabilities encourages the use of Florida small businesses, and, certified minority-owned business enterprises, woman-owned business enterprises and veteran owned business enterprises. Vendors and subcontractors requiring assistance in locating a certified business enterprise should contact the Agency for Persons with Disabilities Minority Coordinator (850-414-8879) or the Office of Supplier Diversity (850-487-0915), as needed.
- (d) Pursuant to section 255.102, F.S., the Agency shall consider the use of price preferences, weighted preference formulas, or other preferences for construction contracts, as determined appropriate by the Office of Supplier Diversity to increase minority participation.
- (e) Pursuant to 255.099, F.S., the Vendor must give preference to the employment of Florida residents in the performance of the work on the project if state residents have substantially equal qualifications to those of nonresidents. The Vendor must contact the Florida Department of Economic Opportunity to post the Vendor's employment needs in the state's job bank system. No contract shall be let to any person refusing to execute an agreement containing the provisions required by section 255.099, F.S.
- (f) In accordance with the Florida Governor's Executive Order No. 11-116, the selected Vendor and all subcontractors assigned to perform work pursuant to the

Contract shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all persons assigned to perform work pursuant to the Purchase Order with the Agency.

4.13 Payment to Subcontractors, Sub-subcontractors, Materialmen, and Suppliers

Payments made by the Agency to the Vendor under the Contract are subject to the provisions of the Florida Prompt Payment Act, sections 255.0705 through 255.078, F.S. The successful Vendor shall timely pay all subcontractors, sub-subcontractors, materialmen, and suppliers in accordance with the provisions of sections 255.071 and 255.073, F.S.

4.14 Damage to Property

All Agency property shall be protected against damage by the Vendor that might occur during or as a result of performance of this ITB or any resulting Contract. The Vendor shall indemnify and hold the Agency harmless for all losses or damages, including attorney's fees, for any property damage caused by the Vendor.

4.15 Correspondence

All correspondence with the Agency prior to issuance of this ITB will be used for general information. All Vendors must submit a sealed bid as specified in this ITB.

4.16 Scheduling

Scheduling of work must be coordinated with Sunland's Project Manager and shall not disturb the normal operation of the facility. Work shall be provided during normal hours of operation, 7:00 A.M. until 3:30 P.M. CST, Monday through Friday.

4.17 MyFloridaMarketPlace Transaction Fee

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement System. Pursuant to Rule 60A-1.032(1)(c), F.A.C., all payments shall be assessed a Transaction Fee, which the Vendor shall pay to the State.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Vendor. If automatic deduction is not possible, the Vendor shall pay the Transaction Fee pursuant to Rule 60A-1.032, F.A.C. By submission of these reports and corresponding payments, Vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

The Vendor shall receive a credit of any Transaction Fee paid by the Vendor for the purchase of any item(s) if such item(s) are returned to the Vendor through no fault, act, or omission of the Vendor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Vendor's failure to perform or comply with specifications or requirements of the agreement.

Failure to comply with these requirements shall constitute grounds for declaring the Vendor in default and recovering procurement costs from the Vendor in addition to all outstanding fees. **VENDORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.**

4.18 Vendor Registration in MyFloridaMarketPlace

Any Vendor awarded the resulting Contract from this ITB must be registered in the MyFloridaMarketPlace eProcurement System unless exempted by Rule 60A-1.030(3), F.A.C.

4.19 Changes to Location

The Vendor shall notify the Procurement Officer in writing a minimum of seven (7) business days prior to making changes in business location that will affect the Agency's ability to contact the Vendor by phone, email, or facsimile transmission.

4.20 Confidential, Proprietary, or Trade Secret Material

If Vendor considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, F.S., the Florida Constitution or other authority, Vendor must also simultaneously with submission of the bid provide the Agency with a separate redacted copy of the ITB response and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Agency's solicitation name, number, and the name of the Vendor on the cover, and shall be clearly titled "Redacted Copy." The Redacted Copy shall be provided to the Agency at the same time Vendor submits its response to the solicitation and must only exclude or redact those exact portions which are claimed confidential, proprietary, or trade secret. Vendor shall be responsible for defending its determination that the redacted portions of its response are confidential, trade secret, or otherwise not subject to disclosure. Further, Vendor shall protect, defend, and indemnify the Agency for any and all claims arising from or relating to Vendor's determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If Vendor fails to submit a Redacted Copy with its response, the Agency is authorized to produce the entire documents, data or records submitted by Vendor in answer to a public records request for such records.

4.21 Public Records

The Agency takes its public records responsibilities, as provided under Chapter 119, F.S. and Article I, Section 24 of the Florida Constitution, very seriously.

- a. The Vendor shall keep and maintain public records required by the Agency to perform the services specified in this Contract.
- b. Upon request from the Agency's Custodian of Public Records, the Vendor shall provide the Agency 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, Florida Statutes or as otherwise provided by law.

- c. The Vendor shall 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 Purchase Order term and following completion of the Purchase Order if the Vendor does not transfer the records to the Agency.
- d. Upon completion of the Purchase Order, the Vendor shall transfer, at no cost, to the Agency all public records in possession of the Vendor or keep and maintain public records required by the Agency to perform the service. If the Vendor transfers all public records to the Agency upon completion of the Purchase Order, 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 Purchase Order, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Agency, upon request from the Agency's Custodian of Public Records, in a format that is compatible with the information technology systems of the Agency.
- e. A request to inspect or copy public records relating to the Agency Purchase Order must be made directly to the Agency. If the Agency does not possess the requested records, the Agency shall immediately notify the Vendor of the request, and the Vendor must provide the records to the Agency or allow the records to be inspected or copied within a reasonable time.
- f. All records stored electronically must be provided to the Agency, upon request from the Agency's custodian of Public Records, in a format that is compatible with the information technology systems of the Agency. If the Vendor does not comply with the Agency's request for records, the Agency shall enforce the Purchase Order provisions in accordance with the Purchase Order.
- g. If the Vendor fails to provide the public records to the Agency within a reasonable time, the Vendor may be subject to penalties under section 119.10, F.S.
- h. If a civil action is filed against the Vendor to compel the production of public records relating to the Purchase Order, the court shall assess and award against the Vendor the reasonable costs of enforcement, including reasonable attorney fees, if (i) the court determines that the Vendor unlawfully refused to comply with the public records request within a reasonable time; and (ii) at least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Vendor has not complied with the request, to the Agency and to the Vendor. A Vendor who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.
- i. **If the Vendor has questions regarding the application of Chapter 119, F.S., to the Vendor's duty to provide public records relating to this Purchase Order, contact the Custodian of Public Records at:**

Agency's Public Records Coordination Office
Agency for Persons with Disabilities
4030 Esplanade Way, Suite 335
Tallahassee, FL 32399
(850) 410 – 1309
publicrecords@apdcares.org

SECTION 5 - INSTRUCTIONS TO VENDORS FOR BID SUBMISSION

5.1 Title Page

The first page of the bid shall be a Title Page that contains the following:

- (a) ITB Number;
- (b) Title of the Bid;
- (c) Vendor's Name;
- (d) Agency for Persons with Disabilities-Sunland to which the bid is submitted;
- (e) Name, title, phone number and address of the person who can respond to inquiries regarding the bid; and
- (f) Name of the Vendor's Project Director (if known)

5.2 References or Work Samples

The Vendor shall submit a minimum of three references or work samples. See Appendix IV.

5.3 Required Vendor Statement or Certifications

The Vendor shall submit with each bid a signed Vendor Statement of Certifications and a signed Statement of No Involvement Conflict of Interest Statement (Non-Collusion), which are located in Appendix I.

5.4 Cost of Preparation of Bid

The Agency is not liable for any costs incurred by a Vendor responding to this ITB.

5.5 Submission of Bid

The Vendor must submit one (1) original signed bid package and one (1) copy of the bid package. The original signature must be that of an official of the Vendor who is authorized to bind the Vendor to the bid. Bids are due at the time, date, and location specified in Section 2.4, Calendar of Events and Deadlines, and shall be sealed and submitted to the attention of the Procurement Officer as stated in Section 2.1, Contact Person. Bids received late will not be considered for further review. The Vendor may choose, and is responsible for, the method of delivery to the Agency except that facsimiles or electronic transmissions will not be accepted at any time. The envelope must be clearly marked "Bid" with bid number on the outside of the envelope.

5.6 Verbal Instructions

No negotiations, decisions, or actions shall be initiated or executed by the Vendor as a result of any discussions with any Agency employee. Only those communications that

are in writing from the Agency's Procurement Officer identified in Section 2.1, Contact Person shall be considered a duly authorized expression on behalf of the Agency. Only communications from the Vendor's representative to the Contact Person, which are in writing and signed, will be recognized by the Agency as duly authorized expressions on behalf of the Vendor.

5.7 Documents

The Vendor must complete and duly execute all required identified documents and return the originals as part of the bid package. Any bid which does not include the required documents may be considered non-responsive and the bid may be rejected.

- (a) Appendix I - Vendor Statement of Certifications and Statement of no Involvement Conflict of Interest Statement (Non-collusion);
- (b) Appendix II - Vendor Contact Information;
- (c) Appendix III – Price Sheet;
- (d) Appendix IV - References or Work Sample;
- (e) Appendix VII - Vendor's Schematic Diagram of Proposed Handrails
- (f) Licenses – per Section 4.4 of the ITB: Current state vendor license, certification or registration as required by Florida Statutes
- (g) Registration – per Section 4.5 of the ITB: Current Registration
- (i) Bid Bond – per Section 4.6 of the ITB: Bid Bond

SECTION 6 - BID RATING AND BID TABULATION SHEET

6.1 Description of Bid Rating Methodology

Sunland will award the Contract to the licensed, responsible, responsive, qualified Vendor with the lowest price as specified on the Price Sheet for this ITB. In the event the lowest Vendor is found non-responsive or non-responsible, the Agency shall proceed to the next lowest qualified, responsive Vendor and continue the award process.

6.2 Identical Tie Responses

When evaluating responses to solicitations, if the Agency receives identical pricing, the Agency shall determine the award using the criteria in accordance with Rule 60A-1.011, F.A.C.

6.3 ITB Tabulation Methodology

If a bid has been determined to be both responsive and meets all criteria specified in Section 3-Specifications, then the Procurement Officer will review the Vendor's Price

Sheet and record the cost on the Bid Tabulation Sheet (Appendix V). The lowest priced bid for the original term of the Contract will be awarded the Contract.

SECTION 7- FINANCIAL SPECIFICATIONS

7.1 Funding Source

The State of Florida's performance and obligation to pay under the Contract is subject to the availability of funds, and is contingent upon an annual appropriation by the Legislature if the term of the Contract extends beyond the end of Florida's fiscal year in which the Contract was entered into.

7.2 Payment to Vendor

When the project is fifty percent (50%) completed to the satisfaction of the Agency, the Vendor may submit an invoice for fifty percent (50%) of the total payment amount. Upon acceptance by the Agency, the Project Manager will authorize release of such payment. The remaining fifty percent (50%) of the payment amount will be released upon issuance by the Project Manager of a Certificate of Completion evidencing acceptance by the Agency of the completed project.

**APPENDIX I
ITB APD 15-006**

VENDOR STATEMENT OF CERTIFICATIONS

ACCEPTANCE OF TERMS, CONDITIONS, PROVISIONS AND SPECIFICATIONS

BY AFFIXING MY SIGNATURE ON THIS INVITATION TO BID, I HEREBY STATE THAT I HAVE READ THE ENTIRE ITB TERMS, CONDITIONS, PROVISIONS AND SPECIFICATIONS INCLUDING FORMS PUR 1000 AND PUR 1001. I hereby certify that my company, its employees, and its principals agree to abide by all of the terms, conditions, provisions, and specifications during the competitive solicitation and contracting process (if applicable).

Signature of Authorized Official

Date

**STATEMENT OF NO INVOLVEMENT
CONFLICT OF INTEREST STATEMENT (NON-COLLUSION)**

I hereby certify that my company, its employees, and its principals, had no involvement in performing a feasibility study of the implementation of the subject Contract, in the drafting of this solicitation document, or in developing the subject program. Further, my company, its employees, and principals, engaged in no collusion in the development of the instant proposal or offer. This bid or offer is made in good faith and there has been no violation of the provisions of Chapter 255, Florida Statutes, or the Administrative Code Rules promulgated pursuant thereto, or any procurement policy of the Agency of Persons with Disabilities. I certify I have full authority to legally bind the respondent to the provisions of this bid.

Signature of Authorized Official

Date

An authorized official is an officer of the Vendor's organization who has legal authority to bind the organization to the provisions of the bid. This usually is the President, Chairman of the Board, or owner of the entity. A document establishing delegated authority must be included with the proposal if signed by other than the President, Chairman, or owner.

The terms and conditions contained in the PUR forms are non-negotiable. If a Vendor fails to certify its agreement with these terms and conditions and or abide by, their response shall be deemed non-responsive.

(SIGN AND RETURN THIS APPENDIX)

**APPENDIX II
ITB APD 15-006**

VENDOR CONTACT INFORMATION

Designate one person authorized to conduct Contract Administration.

NAME (Print):

NAME (Signature):

TITLE:

COMPANY NAME:

ADDRESS:

TELEPHONE NUMBER:

FAX NUMBER:

E-MAIL ADDRESS:

(SIGN AND RETURN THIS APPENDIX)

**APPENDIX III
ITB APD 15-006**

**PRICE SHEET
HAND RAILS ADA**

The Contractor shall provide the necessary labor, materials, equipment, permitting and supervision required to install new handrails in accordance with the terms of this ITB, including but not limited to ADA specifications and the Florida Building Code (2014) requirements. The amount of Vendor's bid is: \$_____

(Attach supporting documentation as needed)

By affixing my signature on this bid, I hereby state that I have read all bid terms, conditions, provisions, and specifications of the ITB, and agree to all such terms, conditions, provisions, and specifications.

Vendor Name: _____

Vendor Mailing Address: _____

City, State, Zip: _____

Telephone Number: _____

Email Address: _____

Federal Employer Identification Number (FEID): _____

Authorized Signature (Manual): _____

Authorized Signature (Typed) and Title: _____

(SIGN AND RETURN THIS APPENDIX)

**APPENDIX IV
ITB APD 15-006**

**REFERENCES OR WORK SAMPLES
HAND RAILS ADA**

(Attach supporting documentation as needed)

Company Name: _____

Company Mailing Address: _____

City, State, Zip: _____

Telephone Number: _____

Contact Name: _____

Email Address: _____

Company Name: _____

Company Mailing Address: _____

City, State, Zip: _____

Telephone Number: _____

Contact Name: _____

Email Address: _____

Company Name: _____

Company Mailing Address: _____

City, State, Zip: _____

Telephone Number: _____

Contact Name: _____

Email Address: _____

Signature of Authorized Official

Date

(SIGN AND RETURN THIS APPENDIX)

APPENDIX V

ITB APD 15-006

BID TABULATION SHEET

BID TABULATION
TITLE: _____

NUMBER: _____

OPENING DATE: _____ TIME: _____

POSTING TIME/DATE: _____

FROM: _____ / _____

UNTIL: _____ / _____

PAGE: _____ OF _____ PAGE(S)

FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.57(3), FLORIDA STATUTES, SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, FLORIDA STATUTES. ALL BIDS/PROPOSALS/NEGOTIATIONS ACCEPTED BY THE STATE ARE SUBJECT TO THE STATE'S TERMS AND CONDITIONS AND ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE BIDDERS/PROPOSERS/NEGOTIATORS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. OFFERS FROM THE VENDORS LISTED HEREIN ARE THE ONLY OFFERS RECEIVED TIMELY AS OF THE ABOVE OPENING DATE AND TIME. ALL OTHER OFFERS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE.

NOTICE OF BIDS/PROPOSALS/NEGOTIATIONS PROTEST BONDING REQUIREMENT- ANY PERSON WHO FILES AN ACTION PROTESTING A DECISION OR INTENDED DECISION PERTAINING TO CONTRACTS ADMINISTERED BY THE DIVISION OR A STATE AGENCY PURSUANT TO SECTION 120.57(3), FLORIDA STATUTES, SHALL POST WITH THE DIVISION OR THE STATE AGENCY AT THE TIME OF FILING THE FORMAL WRITTEN PROTEST, A BOND PAYABLE TO THE DIVISION OR STATE AGENCY IN AN AMOUNT EQUAL TO 1 PERCENT OF THE DIVISION'S OR STATE AGENCY'S ESTIMATE OF THE TOTAL VOLUME OF THE CONTRACT, WHICH BOND SHALL BE CONDITIONED UPON THE PAYMENT OF ALL COSTS WHICH MAY BE ADJUDGED AGAINST HIM IN THE ADMINISTRATIVE HEARING IN WHICH THE ACTION IS BROUGHT AND IN ANY SUBSEQUENT APPELLATE COURT PROCEEDING. FOR PROTEST OF DECISIONS OR INTENDED DECISIONS OF THE DIVISION PERTAINING TO AGENCIES' REQUESTS FOR APPROVAL OF EXCEPTIONAL PURCHASES, THE BOND SHALL BE IN THE AMOUNT EQUAL TO 1 PERCENT OF THE REQUESTING AGENCY'S ESTIMATE OF THE CONTRACT AMOUNT FOR THE EXCEPTIONAL PURCHASE REQUESTED OR \$5,000, WHICHEVER IS LESS. IN LIEU OF A BOND, THE DIVISION OR STATE AGENCY MAY, IN EITHER CASE, ACCEPT A CASHIER'S CHECK OR MONEY ORDER IN THE AMOUNT OF THE BOND. **FAILURE TO FILE THE PROPER BOND AT THE TIME OF FILING THE FORMAL PROTEST WILL RESULT IN A DENIAL OF THE PROTEST.**

| Vendor Name | Price | | | | | | | |
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OPENED BY: _____ TABULATED BY: _____ VERIFIED BY: _____
REMARKS: CIRCLED PRICE INDICATES INTENT TO AWARD. NOT AS SPECIFIED CODE(S).

APPENDIX VI

Agency for Persons with Disabilities

Purchase Order Terms and Conditions

For good and valuable consideration, received and acknowledged sufficient, the parties agree to the following, in addition to terms and conditions expressed in Agency for Persons with Disabilities Invitation to Bid number APD 15-006 (ITB) and the MyFloridaMarketPlace Purchase Order. The ITB is hereby incorporated by reference and made a part of this Purchase Order as if fully recited herein. In the event of any conflict between the ITB and any terms or conditions of this Purchase Order, the terms and conditions of the ITB shall take precedence, unless such term or condition is required by Florida Statutes, in which case the Florida Statute shall take precedence.

1. In performing its obligations under this Purchase Order, the Vendor shall at all times be acting in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida, except where the Vendor is a state agency. Neither the Vendor nor its agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the Agency (or APD) unless specifically authorized in writing to do so.
2. This Purchase Order is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with Florida law, without regard to Florida provisions for conflict of laws. Courts of competent jurisdiction in Florida shall have exclusive jurisdiction in any action regarding this Purchase Order and venue shall be as provided in PUR 1000. The PUR 1000 form, as amended from time to time, is hereby incorporated by reference and made a part of this Purchase Order as if fully recited herein. In the event of any conflict between PUR 1000 and any terms or conditions of this Purchase Order, the terms and conditions of this Purchase Order shall take precedence, unless such term or condition is required by Florida Statutes, in which case the Florida Statute shall take precedence.
3. The Vendor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, State, and local agencies having jurisdiction and authority. By way of non-exhaustive example, the Vendor shall comply with section 247A(e) of the Immigration and Nationalization Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Violation of such laws shall be grounds for termination or cancellation of this Purchase Order.
4. The Vendor shall maintain insurance as required by Section 35 of PUR 1000, as amended from time to time, and Section 4.10 of the ITB. The Vendor shall maintain continuous adequate liability insurance coverage during the term of this Purchase Order.

5. The Vendor shall keep and maintain public records required by the Agency to perform the services specified in this Purchase Order.

Upon request from the Agency's Custodian of Public Records, the Vendor shall provide the Agency 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, Florida Statutes or as otherwise provided by law.

The Vendor shall 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 Purchase Order term and following completion of the Purchase Order if the Vendor does not transfer the records to the Agency.

Upon completion of the Purchase Order, the Vendor shall transfer, at no cost, to the Agency all public records in possession of the Vendor or keep and maintain public records required by the Agency to perform the service. If the Vendor transfers all public records to the Agency upon completion of the Purchase Order, 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 Purchase Order, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Agency, upon request from the Agency's Custodian of Public Records, in a format that is compatible with the information technology systems of the Agency.

A request to inspect or copy public records relating to the Agency Purchase Order must be made directly to the Agency. If the Agency does not possess the requested records, the Agency shall immediately notify the Vendor of the request, and the Vendor must provide the records to the Agency or allow the records to be inspected or copied within a reasonable time.

If the Vendor does not comply with the Agency's request for records, the Agency shall enforce the Purchase Order provisions in accordance with the Purchase Order.

If the Vendor fails to provide the public records to the Agency within a reasonable time, the Vendor may be subject to penalties under section 119.10, F.S.

If a civil action is filed against the Vendor to compel the production of public records relating to the Purchase Order, the court shall assess and award against the Vendor the reasonable costs of enforcement, including reasonable attorney fees, if (i) the court determines that the Vendor unlawfully refused to comply with the public records request within a reasonable time; and (ii) at least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Vendor has not complied with the request, to the Agency and to the Vendor. A Vendor who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

If the Vendor has questions regarding the application of Chapter 119, F.S., to the Vendor's duty to provide public records relating to this Purchase Order, contact the Custodian of Public Records at:

**Agency's Public Records Coordination Office
Agency for Persons with Disabilities
4030 Esplanade Way, Suite 335
Tallahassee, FL 32399
(850) 410 – 1309
publicrecords@apdcares.org**

6. If the Vendor is an agency or subdivision of the State, its obligation to indemnify, defend, and hold harmless the Agency shall be to the extent permitted by § 768.28, F.S. or other applicable law, and without waiving the limits of sovereign immunity. Vendor agrees to indemnify, defend, and hold the State of Florida, its officers, employees and agents harmless, to the full extent allowed by law, from all fines, claims, assessments, suits, judgments, or damages, consequential or otherwise, including court costs and attorneys' fees, arising out of any acts, actions, breaches, neglect or omissions of Vendor, its employees and agents, related to this Purchase Order, as well as for any determination arising out of or related to this Purchase Order, that Vendor or Vendor's employees, agents, subcontractors, assignees are not independent contractors in relation to the Agency. This Purchase Order does not constitute a waiver of sovereign immunity or consent by APD or the State of Florida or its subdivisions to suit by third parties in any matter arising here from.
7. Excluding State Universities, all patents, copyrights, and trademarks arising, developed or created in the course or as a result hereof are APD property and nothing resulting from Vendor's services or provided by APD to Vendor may be reproduced, distributed, licensed, sold or otherwise transferred without prior written permission of APD. This paragraph does not apply to APD purchase of a license for Vendor's intellectual property.
8. If this Purchase Order is for direct personal services by Vendor, all Vendor's staff must meet Level Two Background Screening requirements in accordance with section 393.0655 and Chapter 435, F.S., as a condition of employment and continued employment. The screening includes fingerprinting for statewide criminal history records checks through the Department of Law Enforcement, national criminal history records checks through the Federal Bureau of Investigation, and local criminal records checks through local law enforcement agencies. The cost of the background screen(s) shall be borne by the Vendor. APD, solely at its discretion, reserves the right to terminate this agreement if the background screen(s) reveal arrests or criminal convictions. Vendor, its employees, or agents shall have no right to challenge the APD's determination pursuant to this paragraph.
9. Unless otherwise prohibited by law, the APD, at its sole discretion, may require the Vendor to furnish, without additional cost to APD, a performance bond or negotiable irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The type of security and amount is solely within the discretion of APD. Should the APD determine that a performance bond is needed to secure the agreement, it shall notify potential vendors at the time of solicitation.
10. If this Purchase Order is procured pursuant to chapter 287, F.S., section 287.057(17)(c), F.S., provides: "A person who receives a contract that has not been procured pursuant to subsections (1)-(3) to perform a feasibility study of the potential implementation of a subsequent contract, who participates in the drafting of a solicitation or who develops a program for future implementation, is not eligible to contract with the agency for any other contracts dealing with that specific subject matter, and any firm in which such person has any interest is not eligible to receive such contract. However, this prohibition does not prevent a vendor who responds to a request for information from being eligible to contract with an agency." The Agency for

Persons with Disabilities, considers participation through 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, or auditing or any other advisory capacity to constitute participation in the drafting of the solicitation.

11. Items received in excess of quantities specified may, at purchaser's option, be returned at the Vendor's expense. Substitutions are not permitted unless expressly authorized by the Agency prior to delivery. Section 215.422(1), F.S., provides that agencies have five (5) working days to inspect and approve goods and services, unless bid specifications or the Purchase Order specifies otherwise.
12. The Vendor shall provide units of deliverables that are quantifiable, measurable, and verifiable, as specified in this Purchase Order. Each deliverable must be directly related to the scope of work and specify a performance measure. These deliverables must be received and accepted in writing prior to payment, subject to subsequent audit and review and to the satisfaction of the Agency. The Vendor shall also provide required reports, plans, findings, and drafts, as specified in this Purchase Order. The Vendor shall submit bills for fees or other compensation for services or expenses in sufficient detail for proper pre audit and post audit; where itemized payment for travel expenses are permitted in this Purchase Order, submit bills for any travel expenses in accordance with section 112.061, F.S., or at such lower rates as may be provided in this Purchase Order. The Vendor shall allow public access to all documents, papers, letters, or other public records as defined subsection 119.011(12), F.S. and as prescribed by sections 119.07, F.S., and 119.0701, F.S., made or received by the Vendor in conjunction with this Purchase Order except that public records which are made confidential by law must be protected from disclosure.
13. The Vendor shall, where applicable, comply with the Health Insurance Portability and Accountability Act (42 U. S. C. 1320d.) as well as all regulations promulgated there under 45 CFR Parts 160, 162, and 164. If applicable, the Vendor shall execute the Business Associate Agreement.
14. **Financial Consequences:**
 - a. Corrective action plans and/or financial consequences must be required for noncompliance, nonperformance, unacceptable performance, or failure to meet the minimum level of service or performance under this Purchase Order. Financial consequences must be imposed for failures to implement or to make acceptable progress on such corrective action plans.
 - b. Financial consequences must include, but are not limited to the financial consequences set forth below.
 - c. The increments of financial consequences that shall apply must be based upon the severity of the noncompliance, nonperformance, or unacceptable performance that generated the need for a corrective action plan. The financial consequences shall not exceed ten percent (10%) of the total Purchase Order payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made. Noncompliance that is determined to have a direct effect on client health and safety shall result in the imposition of a ten percent (10%) financial consequence of the total Purchase Order payments during the period in which the corrective

- action plan has not been implemented or in which acceptable progress toward implementation has not been made.
- d. Noncompliance involving the provision of service not having a direct effect on client health and safety must result in the imposition of a five percent (5%) financial consequence. Noncompliance as a result of unacceptable performance of administrative tasks must result in the imposition of a two percent (2%) financial consequence.
 - e. The deadline for payment shall be as stated in the notification imposing the financial consequences. In the event of nonpayment, the Agency may deduct the amount of the financial consequences from invoices submitted by the Vendor.
 - f. Any payment made in reliance on the Vendor's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due as an overpayment.
15. **TERMINATION:** This Purchase Order agreement may be terminated by either party without cause upon no less than thirty (30) calendar days' notice in writing to the other party unless a lesser time is mutually agreed upon in writing. Said notice shall be sent by U.S. Postal Service or any expedited delivery service that provides verification of delivery. In the event funds to finance this Purchase Order agreement become unavailable, the Agency may terminate the agreement upon no less than twenty-four (24) hours' notice in writing to the Vendor. Said notice shall be sent by U.S. Postal Service or any expedited delivery service that provides verification of delivery. The Agency shall be the final authority as to the availability and adequacy of funds. In the event of termination of this Purchase Order, the Vendor will be compensated for any work satisfactorily completed prior to the effective date of the termination. In the event the Vendor fails to fully comply with the terms and conditions of this Purchase Order, the Agency may terminate the Purchase Order upon no less than twenty-four (24) hours (excluding Saturday, Sunday, and Holidays) notice in writing to the Vendor after Vendor's failure to fully cure such noncompliance within the time specified in a written notice of noncompliance issued by the Agency specifying the nature of the noncompliance and the actions required to cure such noncompliance. In addition, the Agency may, if applicable, employ the default provisions in Rule 60A-1.006(3), Florida Administrative Code (F.A.C.), but is not required to do so in order to terminate the Purchase Order. The Agency's failure to demand performance of any provision of this Purchase Order shall not be deemed a waiver of such performance. The Agency's waiver of any one breach of any provision of this Purchase Order shall not be deemed to be a waiver of any other breach and neither event shall be construed to be a modification of the terms and conditions of this Purchase Order. The provisions herein do not limit the Agency's right to remedies at law or in equity.
- Failure to have performed any contractual obligations under any other contract with the Agency in a manner satisfactory to the Agency will be a sufficient cause for termination. To be terminated as a vendor under this provision, the Vendor must have: (i) previously failed to satisfactorily perform in a contract with the Agency, been notified by the Agency of the unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of the Agency; or (ii) had a contract terminated by the Agency for cause. Termination pursuant to this Section 15, shall be upon no less than twenty-four (24) hours' notice in writing to the Vendor (excluding Saturday, Sunday, and State Holidays).

16. If this Purchase Order is procured pursuant to chapter 287, F.S., then, pursuant to sections 287.133 and 287.134, F.S., the following restrictions are placed on the ability of persons convicted of public entity crimes to transact business with the Agency. When a person or affiliate has been placed on the Convicted Vendor List following a conviction for a public entity crime, or an entity or affiliate has been placed on the Discriminatory Vendor List, such person, entity or affiliate may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or the repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity; provided, however, that the prohibition on persons or affiliates placed on the Convicted Vendor List shall be limited to business in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor List.
17. Except as provided in the first paragraph this Purchase Order Terms and Conditions, the terms of this Purchase Order will supersede the terms of any and all prior or subsequent agreements you may have with the Agency with respect to this purchase. Accordingly, in the event of any conflict, the terms of this Purchase Order shall govern.
18. In accordance with Executive Order No. 11-116 all vendors must utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by the Vendor during the term of the Purchase Order. The Vendor shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to this Purchase Order utilize the E-Verify system to verify employment of all new employees hired by the subcontractor during the Contract term. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>
Evidence of the use of the E-Verify system shall be maintained in the employee's personnel file.
19. Chapter 442, F.S., requires a Material Safety Data Sheet to accompany each container of toxic material. Delivery will not be accepted without the required documentation.
20. **Information Security Obligations:** The Vendor shall comply with the provisions of section 501.171, F.S. In the event of a breach of security of a system maintained by the Vendor, the Vendor shall notify the Agency of the breach of security, or reason to believe a breach has occurred, within 10 days following determination of the breach of security, or reason to believe a breach has occurred. The Vendor shall provide the Agency with all information the Agency needs to comply with the Agency's notice requirements under section 501.171, F.S. The Vendor shall comply with the provisions of the Health Information Technology for Economic and Clinical Health (HITECH) Act of 2009, Subtitle D – Privacy, Sections 13400 – 13411 (42 U.S.C.A.

17921 – 17940). The Vendor shall require the same notification requirements of all subcontractors.

The Vendor agrees to notify the Agency's Information Security Management at APD.ISM@apdcares.org and the Purchase Order Manager immediately and without delay, but no later than ten (10) days following the discovery of any breach, potential breach, or unauthorized release of personal and confidential Agency data. The Vendor shall require the same notification requirements of all subcontractors.

21. The Vendor shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the Agency under this Purchase Order. Retention of all client records, financial records, supporting documents, statistical records and any other documents (including electronic storage media) pertinent to this Purchase Order shall be maintained by the Vendor for a period of six (6) years after completion or termination of the Purchase Order or the resolution of any pending action (i.e., audit, legal, etc.), or longer when required by law. In the event an audit is required by this Purchase order, records shall be retained for a period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms and conditions of the Purchase Order, at no additional cost to the Agency.

Upon demand, at no additional cost to the Agency, the Vendor will facilitate the duplication and transfer of any records or documents during the required retention period. These records shall be made available at all reasonable times for inspection, review copying, or audit by Federal, State, or other personnel duly authorized by the Agency.

Pursuant to section 20.055(5), F.S., the Vendor and any subcontractors understand and shall comply with their duty to cooperate with the Agency's Inspector General in any investigation, audit, inspection, review or hearing.

APPENDIX VII
VENDOR'S SCHEMATIC DIAGRAM OF PROPOSED HANDRAILS
SEE SECTIONS 3.1(C) AND 5.7
(Attach additional documentation as needed)

Signature of Authorized Official

Date

(COMPLETE, SIGN, AND RETURN THIS APPENDIX)