

SUBMIT BIDS TO:
Department of Corrections
2601 Blair Stone Road
Tallahassee, Florida 32399-2500

Telephone Number: (850) 488-3020



STATE OF FLORIDA
DEPARTMENT OF CORRECTIONS
INVITATION TO BID

Bidder Acknowledgement for Commodities

Page 1 of 36 Pages

BIDS WILL BE OPENED

05/13/2010 @ 2:00PM

BID NO.

09-MAYO-8170

AGENCY RELEASE DATE:

04/22/2010

BID TITLE:

KITCHEN EQUIPMENT

COMMODITY CODE:

372-640

FEDERAL TAX ID NUMBER:

DELIVERY DATE WILL BE DAYS after receipt of Purchase Order

VENDOR NAME:

REASON FOR NO BID:

VENDOR MAILING ADDRESS:

CITY – STATE – ZIP

POSTING OF BID TABULATIONS

Bid tabulations with recommended awards will be posted for review by interested parties on the Department of Management Services Vendor Bid System and will remain posted for a period of 72 hours. Failure to file a protest within the time prescribed in Section 120.57(3), or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

PHONE:
()

TOLL FREE: ()

FAX: ()

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder and that the bidder is in compliance with all requirements of the Invitation to Bid, including but not limited to, certification requirements. In submitting a bid to the Department of Corrections, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the Department of Corrections all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the Department of Corrections. At the States discretion, such assignment shall be made and become effective at the time the agency tenders final payment to the bidder.

AUTHORIZED SIGNATURE (manual)

AUTHORIZED SIGNATURE & TITLE (printed or typed)

GENERAL CONDITIONS

SEALED BIDS: All price sheets and this form must be executed and submitted in a sealed envelope.

1. EXECUTION OF BID: Bid must contain a manual signature of vendor's authorized representative in the space provided above. Bid must be typed or printed in ink. Use of erasable ink or pencil is not permitted.

2. NO BID: If not submitting a bid, respond by returning only this bidder acknowledgment form, marking it "NO BID" and explain the reason in the space provided above.

3. BID OPENING: Sealed bids must be received prior to the bid opening date and time. Copies of bid tabulations will not be provided at the bid opening. A bid may not be altered after opening of the bids. Bid files may be examined during normal working hours by appointment only and pursuant to Chapter 119.071, F.S.

4. TAXES: The State of Florida 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 contractors 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.

5. CASH DISCOUNTS: Cash discounts for prompt payment shall not be considered in determining the lowest net cost for bid evaluation purposes.

6. MISTAKES: Bidders are expected to examine the specifications, delivery schedule, bid prices, and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk. In case of mistake(s) in extension(s), the unit price will govern and extensions will be corrected and initiated by the department's procurement official before final tabulations are posted. All corrections made by bidder to his unit bid price(s), including corrections made with white out, must be initialed.

7. CONDITION AND PACKAGING: It is understood and agreed that any item offered or shipped as a result of this bid shall be new, and the most current standard model available at the time of the bid, unless otherwise stated. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

8. SAFETY STANDARDS: Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards thereunder.

9. INVOICING AND PAYMENT: INTEREST PENALTIES: Payment shall be made in accordance with Section 215.422, F.S., which states the contractors rights and the State agencies responsibilities concerning interest penalties and time limits for payment of invoices. Vendors providing goods and services to an agency should be aware of the following time frames: Upon receipt, an agency has five (5) working days to inspect and approve the goods and services, unless the bid specifications, purchase order or contract specifies otherwise. An agency has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved. If a payment is not available within 40 days, a separate interest penalty set by the Comptroller pursuant to Section 55.03 F.S., will be due and payable, in addition to the invoice amount, to the vendor. To obtain the applicable interest rate, contact the agency finance and accounting office. The interest penalty provision applies after a 35 day time period to health care providers, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the vendor requests payment. Invoices which have to be returned to a vendor because of vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the agency. Vendor payment history may be viewed on-line @ <https://flair.dbf.state.fl.us/caspub/vnpayhst.htm>. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a State agency. The Vendor Ombudsman may be contacted at (850) 413-5516. The Department will review the conditions and circumstances surrounding non-payment, and unless there is a bonafide dispute, may, in writing, authorize the contract supplier to reject and return purchase orders from said agency until such time as the agency complies with the provisions of Section 215.422, F.S.

10. DELIVERY: Unless actual date is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order in space provided above. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be Monday through Friday, 8:00 a.m. to 11:30a.m. and 1:00 p.m. to 4 p.m. Eastern Standard Time, excluding State of Florida holidays, unless otherwise specified.

11. ADDITION OR DELETION OF TERMS OR CONDITIONS:

No addition or deletion of the terms or conditions included with the bid response shall be evaluated or considered and any and all such revisions shall have no force and effect and are inapplicable to this bid. If submitted either purposely through intent or design or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties, it is understood and agreed the general and special conditions in this bid solicitation are the only conditions applicable to this bid and the bidders authorized signature affixed to the bidder acknowledgment form attests to this.

12. INTERPRETATIONS/DISPUTES: Any questions concerning conditions and specifications shall be directed in writing to this office for receipt no later than ten (10) days prior to the bid opening unless otherwise stated in the special conditions. Inquiries must reference the date of bid opening and bid number. No interpretation shall be considered binding unless provided in writing by the department in response to requests in full compliance with this provision. Any person who is adversely affected by the department's decision or intended decision concerning a procurement solicitation or contract award and who wants to protest such decision or intended decision shall file a protest in compliance with Chapter 28-110, F.A.C. 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 shall constitute a waiver of proceedings under Chapter 120, F.S.

13. NOTICE OF BID PROTEST BONDING REQUIREMENT: Any person who files an action protesting a decision or intended decision pertaining to contracts administered by the department pursuant to Section 120.57 (3), F.S., shall post with the department agency at the time of filing the formal written protest, or within the 10 day period allowed for filing the formal written protest, a bond payable to the Department of Corrections in an amount equal to 1 percent (1%) of the department'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 State Purchasing pertaining to the department's request(s) for approval of exceptional purchases, the bond shall be in the amount equal to 1 percent (1%) of the requesting agency's estimate of the contract amount for the exceptional purchase requested. In lieu of a bond State Purchasing or the department 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 REQUIRED TIME WILL RESULT IN A DENIAL OF THE PROTEST.**

14. CONFLICT OF INTEREST: The award hereunder is subject to the provisions of Chapter 112, F.S. All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the department. Further, all bidders must disclose the name of any department employee who owns, directly or indirectly, an interest of five percent (5%) or more in the bidders firm or any of its branches. In accordance with Chapter 287, F.S., no person or firm receiving a contract that has not been procured pursuant to Section 287.057(2) or (3), F.S., to perform a feasibility study of the potential implementation of a subsequent contract, participating in the drafting of an invitation for bids or request for proposals, or developing a program for future implementation shall be eligible to contract with the agency for any other contracts dealing with that specific subject matter. and bidders must disclose with their bid any such conflict of interest.

15. AWARDS: As the best interest of the State may require, the right is reserved to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical district basis and/or on a statewide basis with one or more suppliers; to reject any and all bids or waive any minor irregularity or technicality in bids received. When it is determined there is competition to the lowest responsible bidder, evaluation of other bids is not required. Bidders are cautioned to make no assumptions unless their bid has been evaluated as being responsive. All awards made as a result of this bid shall conform to applicable Florida Statutes.

16. SAMPLES: Samples of items, when called for, must be furnished free of expense on or before the bid opening time and date, unless otherwise specified herein. If not destroyed, samples may, upon request, be returned at the bidder's expense. Each individual sample must be labeled with bidders name, manufacturer's brand name and number, bid number, and item reference. Request for return of samples shall be accompanied by instructions which include shipping authorization and name of carrier and must be received within ninety (90) days after bid opening date. If instructions are not received within this time, the commodities shall be disposed of by the department.

17. NONCONFORMANCE TO CONTRACT CONDITIONS: Items may be tested for compliance with specifications by the Florida Department of Agriculture and Consumer Services, or by others acceptable to the department. Should the items fail testing, the department may require the vendor to reimburse the department for costs incurred by the department in connection with the examination or testing of the commodity including costs relating to transporting the commodity samples to the testing site, actual test costs, personnel costs and other applicable costs. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with Chapter 119, F.S. Items delivered not conforming to specifications may be rejected and returned at the vendors expense. These items and items not delivered as per delivery date in bid and/or purchase order may result in bidder being found in default in which event any and all procurement costs may be charged against the defaulting contractor. Any violation of these stipulations may also result in:

- a) Suppliers name being removed from State Purchasing vendor mailing list.
- b) All State departments being advised not to do business with the supplier without written approval from State Purchasing until such time as supplier reimburses the department for all procurement and cover costs.

18. ADDITIONAL QUANTITIES: For a period not to exceed ninety (90) days from the date of acceptance of this offer by the buyer, the right is reserved to acquire additional quantities up to the amount shown on the bid at the awarded unit price. If seller does not agree to provide additional quantities, the bid sheets must be noted "BID IS FOR SPECIFIED QUANTITY ONLY".

19. LEGAL REQUIREMENTS: Applicable provision of all Federal, State, county and local laws, and all ordinances, rules, and regulations shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the State of Florida, by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

20. PATENTS AND ROYALTIES: The bidder, without exception, shall indemnify and save harmless the purchaser and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process or article manufactured or supplied by the bidder. The bidder has no liability when such claim is solely and exclusively due to the combination, operation or use of any article supplied hereunder with equipment or data not supplied by contractor or is based solely and exclusively upon the department's alteration of the article. The purchaser will provide prompt written notification of a claim of copyright or patent infringement and will afford the bidder full opportunity to defend the action and control the defense. Further, if such a claim is made or is pending, the contractor may, at its options and expenses procure for the purchaser the right to continue use of, replace or modify the article to render it non-infringing. (If none of the alternatives are reasonably available, the department agrees to return the article on request to the contractor and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.) If the bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

21. ADVERTISING: In submitting a bid, bidder agrees not to use the results therefrom as part of any commercial advertising.

22. ASSIGNMENT: Any purchase order issued pursuant to this bid invitation and the monies which may become due hereunder are not assignable except with the prior written approval of the department.

23. FACILITIES: The State reserves the right to inspect the bidders facilities at any reasonable time with prior notice.

24. PUBLIC PRINTING: A bidder must have, at the time of bid opening, a manufacturing plant in operation which is capable of producing the items bid and so certify upon request by the department. Every agency of the State, including agencies within the legislative and judicial branches of government, is required to give preference to bidders located within the State when awarding contracts to have materials printed, whenever such printing can be done at no greater expense than, and at a level of quality comparable to that obtainable from a bidder located outside the State.

a) CONTRACTS NOT TO BE SUBLET: In accordance with Printing Laws and Regulations, printing contracts cannot be sublet. Printing shall be awarded only to printing firms. No contract shall be awarded to any broker, agent, or independent contractor offering to provide printing manufactured by other firms or persons

b) PRINTING ADJUSTMENTS, OVERRUNS-UNDERRUNS: No adjustment shall be accepted on any purchase of printing unless conditions or specifications of bid expressly so provide.

c) COMMUNICATIONS: It is expected that all materials and proofs will be picked up and delivered by the printer or his representative, unless otherwise specified. Upon request, materials will be forwarded by registered mail.

d) RETURN OF MATERIALS: All copy, photos, artwork, and other materials supplied by the purchaser must be handled carefully and returned in good condition upon completion of the job. Such return is a condition of the contract and payment will not be made until return has occurred.

25. PUBLIC RECORDS: Any material submitted in response to this Invitation to Bid will become a public document pursuant to Section 119.07, F.S. This includes material which the responding bidder might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.07, F.S.

NOTE

ANY AND ALL SPECIAL CONDITIONS AND SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE. IN ADDITION, THE "GENERAL CONTRACT CONDITIONS", FORM PUR1000 (11/04), AND "THE GENERAL INSTRUCTIONS TO RESPONDENTS", FORM PUR1001 (11/04) ARE EACH HEREBY INCORPORATED BY REFERENCE. THESE CONDITIONS, FORMS, AND INSTRUCTIONS ARE AVAILABLE ON THE INTERNET AT <http://DMS.MYFLORIDA.COM/PURCHASING>. ANY TERMS AND CONDITIONS SET FORTH WITHIN THESE DOCUMENTS SHALL SUPERCEDE ANY AND ALL CONFLICTING TERMS AND CONDITIONS SET FORTH WITHIN FORM PUR1000 AND FORM PUR1001.

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SECTION 1 – DEFINITIONS

The following terms used in this Invitation to Bid (“ITB”), unless the context otherwise clearly requires a different construction and interpretation, have the following meanings:

- 1.1 **Breach of Contract**: The condition of the relationship between the Department and the Contractor which exists when the Contractor fails to perform under the terms and conditions of the Contract which may result from this ITB.
- 1.2 **Contractor**: The organization or individual providing services to the Department in accordance with the terms of the Contract which results from this ITB.
- 1.3 **Department or Owner**: The Florida Department of Corrections referred to in this ITB document.
- 1.4 **Desirable Conditions**: The use of the words “should” or “may” in this ITB indicate desirable attributes or conditions, but are permissive in nature. Deviation from, or omission of, such a desirable feature, will not in itself cause rejection of a proposal.
- 1.5 **Material Deviations**: The Department has established certain requirements with respect to bids to be submitted by bidders. The use of *shall*, *must* or *will* (except to indicate simple futurity) in this ITB indicates a requirement or condition from which a material deviation may not be waived by the Department except where the deviation therefrom is not material. A deviation is material if, in the Department’s sole discretion, the deficient response is not in substantial accord with this ITB’s requirements, provides an advantage to one bidder over other bidders, has a potentially significant effect on the quantity or quality of items bid, or on the cost to the Department. Material deviations cannot be waived and shall be the basis for rejection of a bid.
- 1.6 **Minor Irregularity**: A variation from the ITB terms and conditions which does not affect the price of the bid or give the bidder an advantage or benefit not enjoyed by the other bidders or does not adversely impact the interests of the Department.
- 1.7 **P-Card**: Refers to the State of Florida’s purchasing card program, using the Visa platform.
- 1.8 **Purchase Order**: The contract document issued by the Department to the Vendor to procure goods and services.
- 1.9 **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.
- 1.10 **Responsive Bid**: A bid, submitted by a responsive and responsible vendor that conforms in all material respects to the solicitation.
- 1.11 **Vendor, Offeror and Bidder**: A legally qualified corporation, partnership or other entity submitting a bid to the Department pursuant to this ITB.
- 1.12 **Winning or Successful Bidder**: The business or entity submitting the lowest responsive bid, meeting all requirements of the Department’s ITB.
- 1.13 **Balance Of Line**: Balance of line refers to additional items that may be needed by the department. Awards are not based on pricing submitted for balance of line items, but bidders must submit pricing for all balance of line items in order for their bid to be considered responsive. When balance of line items are listed in a solicitation, the department will clearly indicate what items will be considered in the basis for award.

SECTION 2 – INTRODUCTION

2.1 Background and Statement of Purpose

The purpose of this ITB is to secure competitive bids from qualified vendors to furnish Kitchen Equipment for Mayo Correctional Institution in Mayo, Florida. The successful bidder shall furnish only the equipment specified. Drawings may be obtained by contacting Linda Gilyard, Purchasing Specialist, Bureau of Procurement & Supply at (850) 921-0767. Installation is not required.

2.2 Contract

Purchases shall be accomplished through issuance of a purchase order(s).

SECTION 3 – PRODUCT INFORMATION

3.1 Specifications

3.1.1 Walk-in Freezer and Coolers

Materials and Components: Walk-in freezer and coolers shall be prefabricated, all-metal clad, and sectionally constructed and designed for easy, accurate field assembly with provisions to facilitate disassembly for relocation, and to add extra panels to increase size. Construction shall be in strict accordance with NSF Standard 7. Units are nominally sized and shall be constructed to actual dimensions as shown on plans. Overall height of freezer and coolers shall be 8'-6".

Panel Construction: Panels shall be made in 23", 34 1/2" and 46" widths, and fully interchangeable for fast and easy assembly. An 11 1/2" increment panel must be furnished when required to better fit allocated space. Panels shall consist of interior and exterior metal pans precisely formed with metal dies and checked with gauges for uniformity. Panel lengths (wall and ceiling) shall be roll-formed with "Double 90" flanges resulting in a formed channel to provide extra rigidity to metal pans. The metal skins shall be placed in steel molds with liquid urethane injected into the mold to form rigid urethane insulation. It must be "foamed-in-place" to bind tenaciously to the interior and exterior metal skins, and to form a rigid strong wall. Panels shall be made without internal wood or metal structural members, with 100% of each panel exclusive of metal skins, being rigid urethane insulation. Panel edges must have tongues and grooves "foamed-in-place" to assure tight joints. A flexible vinyl gasket shall be fitted on the interior and the exterior of each panel along every tongue edge to provide gasketing at each joint.

To assure perfect alignment and maximum strength, 90 degree angled panels shall be provided for each corner. The exterior horizontal dimensions for each side of this corner shall be 11 5/8" or 12".

Panels shall be in compliance with Fire Hazard Classification ASTM-E84 (UL 723), and shall have a certifying label placed on every panel.

Floor panel shall be similar to other panels and shall made to withstand uniformly distributed floor loads up to and including 600 pounds per square foot. Locking clips shall be factory installed, for securing wall panels to floor, via cm lock.

Panel Exterior and Interior Finishes:

- a. Unexposed exterior walls and ceiling: 26-gauge galvalume steel.
- b. Interior walls and ceiling for vegetable cooler, dairy cooler and freezer: 18-gauge (.040) aluminum, stucco embossed.
- c. Interior walls for meat cooler: 20-gauge type, 304 stainless steel.
- d. Interior ceiling for meat cooler: 18-gauge (.040) aluminum, stucco embossed.
- e. Exposed exterior walls: 20-gauge type, 304 stainless steel to include top edge caps.
- f. Doors and Door Frame: 20-gauge type, 304 stainless steel interior and exterior.
- g. Floor panels: 14-gauge galvanized steel.

Panel Fasteners: Walk-in panels shall be assembled with cam-action type locking devices. Wall panels shall have a minimum of three (3) locks in the vertical dimension not to exceed a distance of 46". Junction of vertical and horizontal joints shall be 23". Each locking device shall consist of a cam-action hooked locking arm of replaceable type (in the event of damage), placed in one panel, and a steel rod precisely positioned in the adjoining panel, so that by rotating the locking arm, the hook shall engage over the rod, and with cam-action, draw the panels tightly together.

Both the locking arm and steel rod shall be housed in steel pockets set into the panel by use of steel straps set into the insulation, or having integral rear flanges to permanently anchor their position. Male and female locks shall be precisely located to secure all panels and uniformly compress perimeter gaskets. Access to lock assembly must be provided in interior of panels to allow for assembly of structure within confined areas. The access hole to the cam lock device shall be approximately 3/4" in diameter. Press-fit caps shall be provided to close wrench holes. The required locking wrench shall be supplied as part of the walk-in.

Panel Insulation: Insulation for the dairy cooler shall be 4" thick, freezer and cooler shall be 6" thick; rigid urethane foam, 2.1 lb. per cubic foot density, (foamed-in-place, not frothed) fully heat-cured and bonded to metal finishes. The dairy cooler thermal conductivity ("K" factor) shall not exceed 0.118 BTU/Hr./Sq. Ft. per degrees Fahrenheit per inch. The freezer and cooler thermal conductivity ("K" factor) shall not exceed 0.120 BTU/Hr./Sq. Ft. per degrees Fahrenheit/inch. Dairy cooler overall coefficient of heat transfer ("U" Factor) shall not exceed .030 and the resistance to heat penetration ("R" factor) shall not be less than 33. The freezer and cooler overall coefficient of heat transfer ("U" factor) shall not exceed 0.20, and the resistance to heat penetration ("R" factor) shall not be less than 50. The insulation shall have a 97% closed cell structure to prevent absorption of liquids.

Exterior Doors For Walk-In Cooler and Freezer: Doors shall be 48" x 78" manual single sliding doors, with view window, unless otherwise noted or indicated on the drawings. Windows shall be triple pane glass with heat-reflective treated glass and or gas filled. Door finish shall match the finish of the Cooler/Freezer panels and shall slide horizontally to the left or right by manual operation as indicated on the drawings. Door shall be a minimum of 4" thick for Dairy Cooler and 6" for Freezer and Cooler. Sliding door hardware shall have the following:

- a. 3" double track system, forklift proof bottom rollers and guides.
- b. 3" rollers with lifetime greased ball bearings.
- c. Heavy duty exterior pull handle and padlock provisions with inside safety release.
- d. All hardware is to be hot dipped galvanized or plated for maximum rust protection.
- e. Insulation and finish of the door and door frame shall be similar to the panels.
- f. Anti-condensate heater cables shall be provided where required to prevent frost accumulation and sweating.
- g. Heaters are to have adjustable temperature control.

- h. Heavy duty polyurethane foam core gaskets are to be provided at the top and sides to provide a complete seal when the door is in the closed position.
- i. A heavy duty neoprene "sweep" gasket is to be provided at the door bottom.
- j. Gaskets shall be replaceable.
- k. A heavy duty "non-removable" locking bar shall be provided on all doors. Stainless steel construction with padlock hasp (padlock by the department" with inside safety release provision).

Hinged Standard Entrance Doors and Door Panels: Hinged entrance doors shall be furnished in accordance with the following door size schedule and shall be installed in properly sized door frame panels. Doors shall be of the in-fitting flush-mounted type.

A bellows-type thermoplastic gasket, with a magnetic steel core, shall be provided at the top and strike side of interior door flange with a cushion core gasket on the hinge side to prevent binding. The magnetic force of the gasket shall keep the door in a closed position, and the gasket shall form a positive tight seal.

The bottom edge of the door shall contain a flexible dual blade "sweep" wiper gasket. All gaskets shall be field replaceable.

A heavy gauge, stainless steel, sill plate shall be provided for all doors. Sufficient heater circuits are to be provided beneath sill to prevent frost formation.

Anti-sweat heater wires shall be concealed behind the metal edge of the jambs on all four sides. They shall provide sufficient heat to prevent condensation and frost formation.

Each door panel shall be provided with an incandescent vapor-proof lamp mounted on the interior and operating toggle switch with pilot light mounted on the exterior. All interconnecting wires shall be installed in rigid conduit with a junction box provided for 115 volt electrical service.

A 3" to 4" diameter flush face, dial-type, thermometer shall be mounted in each door panel that provides temperature readings in a range from minus 40 F to plus 60 F. They shall be adjustable for accuracy.

Construction and Hardware for Hinged Entrance Door: All hardware shall be made of die cast zinc with a polished chrome-plated finish for latch and hinges. All hardware shall be attached with stainless steel machine screws.

Internal Frame: Doors shall have a heavy reinforced steel channel frame, or similar hardware/hinge stiffening foamed in place, to provide extra support and rigidity and to prevent racking distortion, warping or twisting of the door section.

Back-up Plates: All hardware shall be mounted to a minimum of 14-gauge galvanized steel plates properly positioned within each door and jamb.

Door Hinges: Each door shall have three (3) hinges having a minimum 9" leaf. Hinges shall be non-sagging, self-closing, cam rise type, with a stainless steel pin and self-lubricating nylon cam. Built-in dwell holds door open beyond 90 degrees. "Kason" No. 1245.

Door Closer: Each door shall have an automatic positive closing action door closer. "Kason" No. 1094

Door Latch: Latch shall have a cylinder type lock (and padlock feature), and shall include an inside safety release twist off knob to prevent anyone from being locked inside. "Kason" No. 1239C.

Door Locking Bar: A **non-removable locking bar** shall be provided on all doors, with stainless steel construction, a padlock staple (padlock not included), and an inside safety release provision.

Pressure Relief Port (Heated) (Freezer): Relief port must be provided to equalize the difference of pressure between the interior and exterior caused by temperature changes due to opening doors, loading product and the defrosting coils. Relief port(s) shall be provided in a side panel located away from the direct air stream flowing from the evaporator coils. It must be designed so that air can move in or out.

UL Listed: The walk-in shall be listed by Underwriter's Laboratories. All electrical wiring and components shall meet their standards. Greenfield, or other flex type penetrations from exterior to interior of the cooler or freezer, will be made of a solid non-flex material and sealed.

Installation Instructions: A complete set of instructions covering assembly and installation of the walk-in freezer and coolers shall be supplied by the manufacturer.

Panel Warranty: The manufacturer shall warrant any part of the installed walk-in and related accessories is free from defects in material or workmanship under normal use and service. The manufacturer shall be obligated to repair or replace any part of this equipment, which proves to be defective, within the period of ten (10) years from the date of original installment.

Acceptable Walk-in Manufacturers:

- a. American Panel Corporation
- b. Bally Case & Cooler, Inc.
- c. Harford Insulated Panel Structures
- d. Thermo-Kool, Mid South Industries, Inc.
- e. Master-Built, Inc.
- f. Fineline, Norlake, Inc.

3.1.2 Rack-Mounted Remote Refrigeration System:

Air Cooled Rack Refrigeration System: Multi-compressor with four (4), single tier, air cooled refrigeration system of a rack mounted design.

UL-listed "Air Cooled" refrigeration system shall be housed in a single compact structural steel frame. The refrigeration system shall be housed in a weather-protected compact structural steel frame. The exterior housing shall be constructed of 300 series, 20-gauge stainless steel, including one piece louvers on exhaust side. Entire tubular steel frame shall be pre-assembled, welded, cleaned and painted with two coats of polyurethane. Lifting rings shall be installed at each corner to facilitate installation. The unit shall include an air-cooled condenser sized to operate at 15 degree temperature differential (TD).

Compressor units shall be mounted individually on one common structural steel frame. Each unit shall be an accessible semi-hermetic compressor designed for rack installations. The units shall be factory-assembled and designed to operate with the coolant specified. Medium and Low-temperature units shall use R-404a refrigerant.

Compressor units shall include a control panel oversized condenser and receiver. The control panel shall contain all the necessary controls for food service fixtures and evaporators and shall be factory-wired to the motor compressors. Each low and Med- temperature compressor unit shall be equipped with a high head pressure, low pressure, and fan cycling switch. They shall feature a suction filter, sight glass, liquid line drier, liquid line inlet and outlet rotolock valves and stainless steel super-hose connections.

Compressors shall feature a separate power relay for defrost heater circuits, interlocked with the compressor relay, to insure full pump down prior to the defrost cycle, and prevent simultaneous operation of compressor and heater.

Rack System Pre-Piping: All refrigerant lines shall be extended to the rear of the package in a neat and orderly manner. All tubing shall be securely supported and anchored with non-corrosive-coated clamps. All Joints must be welded (not soldered). Piping and controls shall be factory pressure-tested with nitrogen at 175 PSI.

Control Panel: The panel shall be delivered complete with optional main fused disconnect, circuit breakers, contactors and time clocks (low temperature units) wired for single point power connection.

Evaporator Coils: Evaporator coils shall be direct expansion type fabricated of copper tubes with aluminum fins. Low temperature coils shall have electric defrost, and medium temperature coils shall have air defrost. All evaporator coils shall be provided with a solenoid valve, thermostatic expansion valve, and thermostat.

CONDENSING UNIT							
Location	Temp	Refrig	Manuf	Compressor	HP	Voltage	RLA
Dairy Cooler	+35	R-404A	Copeland	KAM1-020	1	208/3	6.1
Veg Cooler	+35	R-404A	Copeland	KAKA-0200	2	208/3	8.7
Meat Cooler	+35	R-404A	Copeland	KAKA-0200	2	208/3	8.7
Freezer	-10	R-404A	Copeland	2DF3-030E	3	208/3	18.7

EVAPORATOR								
Location	Model	Manuf	Qty	Fan		Heater		Total Amps (System)
				Volt	Amp	Volt	Amp	
Dairy Cooler	SM-090	Bohn	1	115/1	4.2	---	---	4.5
Veg Cooler	SM-156	Bohn	1	115/1	6.3	---	---	6.8
Meat Cooler	SM-156	Bohn	1	115/1	6.3	---	---	6.8
Freezer	LET-200	Bohn	1	208/1	5.5	208/3	14.4	22.3

Utility Connections: Right or left side water and electrical connections shall be verified prior to manufacturing. Installer shall coordinate with electrical subcontractors and notify manufacturer as to required utility locations.

Manufacturers Warranty: The manufacturer shall provide a one (1) year limited warranty for the entire refrigeration system against defects in material or workmanship, and provide an additional four (4) years compressor warranty.

Acceptable Manufacturer: "Refrigerated Design Texas" (RDT) Model CHDSS/ZS or equal, if approved by DOC.

3.1.3 Kitchen Hood System

Island Style Hood "A" With Accessories: Overall hood size of 25'-0" long x 10'-0" wide x 2'-0" high built in four (4) 5'-0" x 12'-6" sections for mounting back to back to provide one complete island style hood. Double wall type hood design capable of providing 90% make-up air through an external plenum (above dimension does not include utility cabinet).

The hood shall be fabricated from Type 304, 18-gauge stainless steel polished to a #3 finish. 18-gauge galvanized iron may be utilized in concealed spaces. Provide a balancing damper with locking quadrant.

All seams and joints shall be heliarc welded, ground and polished to match surrounding surfaces. Where hoods are joined together for a single application a cover strip is to be furnished for field installation. Hood shall be provided with hanging brackets to accommodate 1/2" threaded rod.

The hood shall include a filter housing constructed of the same material as the interior liner. All exhaust plenum surfaces and filters shall drain into a full length trough and be conveyed to a removable ½ pint grease container. Grease filters shall be baffle type all stainless steel two piece construction that forms a solid metal unit. UL listed. "Kason" Trapper Grease Filters. Riveted baffles or baffles that can be worked loose by inmates are not acceptable.

Supply air plenums shall contain perforated metal plates for even air distribution, and constructed with internal angle iron framing for increased rigidity. To prevent condensation, 1" insulation with non absorbent facing shall line supply air plenum. Insulation shall have a flame spread rating of less than 25 when tested in accordance with UL Standard 723.

Lights shall be installed at approximately 3 feet intervals and shall be UL listed for use in exhaust hoods. Lights shall be completely pre-wired to a junction box located on top of the hood.

The hood must be constructed in accordance with NFPA #96; be UL classified and bear an NSF Seal of Approval. The exhaust hood shall have been tested under UL Standard 710 and classified for the application and connection to grease ducts utilizing fire protection.

Hood shall be furnished with 18 1/2" high enclosure panels constructed of type 304, 18-gauge stainless steel, and polished to a #3 finish. A mounting channel shall be factory welded to hood perimeter to accommodate installation of enclosure panels.

A utility cabinet (12" width x depth of hood) shall be provided that is an integral part of the hood and fabricated of same material as the hood.

The cabinet shall house factory pre-piped UL Listed fire suppression system, pre-wired electrical control panel, and hood light/fan switches all as specified herein.

Controls:

1. Hood Switches: Hood switches shall be mounted on the face of the hood utility cabinet. Provide switches with indicator lights for fans and switch for hood lights. Hood switches shall be 115V pre-wired to electrical control panel.
2. Electrical Control Panel: Electrical control panel shall be a 480V-3 Phase, UL Listed pre-wired control panel housed in a NEMA 1 enclosure, mounted inside the hood utility cabinet. Panel shall provide the following:
 - a. Color coded wiring.
 - b. Numbered terminal blocks.
 - c. Grounding bar.
 - d. Spare terminals controlled by the fire system micro switch.
 - e. Factory pre-wired to turn on the exhaust fans in a fire condition.
 - f. Red pilot lighted fan switch that illuminates when turned on.
 - g. Wiring diagram.
 - h. Relays.
 - i. Fan Starters.

Control panel shall be factory tested before leaving the factory. Typical of "Captive-Aire" No. 32211000.

Fire Suppression System: Furnish a complete UL listed automatic fire protection system serving kitchen hood, ducts, plenums and appliances in accordance with the National Fire Protection Association, Bulletin No's. 17a and 96, latest edition. Agent containers and system controls shall be housed in the hood utility cabinet. "Ansul" R-102 System.

The fire suppression system(s) will require limited field installation of equipment drops, remote manual pulls and State Fire Marshal acceptance.

All drop locations and remote pull station will have to be field-installed after the installation of hood, ductwork and equipment are completed.

System shall include full bag test for State Fire Marshal acceptance. Test must be witnessed by State Fire Marshal. General Contractor shall coordinate time and date for testing.

Gas Fired Appliances Requiring Protection Are:

Island Style Hood "A"

2 Each Item #40	Griddle, 72" x 30" griddle surface (2,160 sq. in.).
2 Each Item #27	Tilting Skillet, 40 gal. Capacity, 41" x 25.1" griddle surface (1,025 sq. in.)
3 Each Item #24	Steam Kettle, 80 gal. Capacity.
2 Each Item #15	Deep Fat Fryer, 195 lb. fat capacity. 34" x 24" fat vessel surface (816 sq. in.).

System shall be a pre-engineered cartridge operated liquid agent, mechanical type mounted in a hood utility cabinet. System shall be mechanical cable- type with cables mounted in tubing securely fastened to appropriate structure. Tubing shall be concealed as much as possible.

Where run of tubing must change direction, a corner pulley shall be installed. Cable and tubing shall be connected to primary control head, remote manual pull, fusible link, detectors mounted in hoods and cable operated gas valve, all of which is to be included.

Any pipe penetrations through duct work or hood walls shall be fitted with mechanical sealing adapters.

Furnish a 2 1/2" (verify pipe size) UL listed mechanical gas line shut-off valve, which will be installed by plumbing subcontractor. Final hook-up of gas valve to the fire protection system, shall be furnished as part of the hood system contract.

System shall be provided with electric micro switches as required to shut down hood system supply air fans.

Typical of "Captive Aire" Model ND-2 Hood Package.

Exhaust Fan with Curb: Furnish two (2) each up blast Belt driven centrifugal power roof exhausters, vertical discharge, with aluminum impeller and spun aluminum housing. Base of fan shall have an external grease drain pipe and grease collection pan. Each exhaust fan shall have a 5 horsepower motor with a fan capacity of 6,500 CFM @ -0.75" S.P., 460V-3Ph and no less than a one year factory warranty. Furnish with electrical disconnect switch. Exhaust fans shall be UL 762 listed for smoke and grease laden vapor removal. Roof curbs will be furnished by others (metal building contractor). Furnish (loose) rust proof hinge arrangement for exhaust fan and roof curb allowing access to the curb well & duct work in accordance with NFPA 96.

Typical of "Captive Aire" Model NCA24FA with collection pan and hinged curb

Filtered Intake Supply Fan with Curb: Furnish two (2) each supply air fans having a heavy duty squirrel cage blower with ball bearings. The unit shall contain cast iron motor pulleys and heavy duty belts. Weatherproof housing and removable lid with latches shall be 18-gauge aluminized metal, spot welded at all seams to assure water tightness.

Fan unit shall have air intake shroud(s) for horizontal intake and protection of filter media from inclement weather. Furnish with removable filters of expanded aluminum media that are easily cleanable.

Each supply fan shall have a three (3) horsepower motor with a fan capacity of 4,550 CFM @ 0.65 S.P., 460V-3Ph and no less than a one year warranty. Furnish with electrical disconnect switch. Roof curbs will be furnished by others (metal building contractor).

Typical of "Captive Aire" Model NSAU2 with G15 blower and curb.

Wall Style Hood "B" With Accessories: Overall hood size of 25'-0" long x 5'-0" wide x 2'-0" high built in two (2) 12'-6" x 5'-0" sections for mounting side to side to provide one complete wall style hood (above dimension does not include utility cabinet). Wall hood shall include a 3" wide un-insulated back stand off constructed of same material as hood. Stand off shall be enclosed on sides and bottom. Stand off shall be factory installed (welded). Double wall type hood design capable of providing 90% make-up air through an external plenum.

The hood shall be fabricated from Type 304, 18-gauge stainless steel, polished to a #3 finish. 18-gauge galvanized iron may be utilized in concealed spaces. Provide a balancing damper with locking quadrant.

All seams and joints shall be heliarc welded, ground and polished to match surrounding surfaces. Where hoods are joined together for a single application, a cover strip is to be furnished for field installation. Hood shall be provided with hanging brackets to accommodate 1/2" threaded rod.

The hood shall include a filter housing constructed of the same material as the interior liner. All exhaust plenum surfaces and filters shall drain into a full length trough and be conveyed to a removable 1/2 pint grease container.

Grease filters shall be baffle type, all stainless steel two piece construction that forms a solid metal unit. UL listed. "Kason" Trapper Grease Filters. Riveted baffles or baffles that can be worked loose by inmates are not acceptable.

Supply air plenums shall contain perforated metal plates for even air distribution, constructed with internal angle iron framing for increased rigidity. To prevent condensation 1" insulation with non absorbent facing shall line supply air plenum. Insulation shall have a flame spread rating of less than 25 when tested in accordance with UL Standard 723.

Lights shall be installed at approximately 3 feet intervals and shall be U. L. listed for use in exhaust hoods. Lights shall be completely prewired to a junction box located on top of the hood.

The hood shall be constructed in accordance with NFPA #96; be UL classified and bear the NSF Seal of Approval. The exhaust hood shall have been tested under UL Standard 710 and classified for the application and connection to grease ducts utilizing duct fire protection.

Hood shall be furnished with 18 1/2" high enclosure panels constructed of type 304, 18-gauge stainless steel polished to a #3 finish. A mounting channel shall be factory welded to hood perimeter to accommodate installation of enclosure panels.

A utility cabinet (12" width x depth of hood) shall be provided that is an integral part of the hood and fabricated of same material as the hood.

The cabinet shall house factory pre-piped UL Listed fire suppression system, pre-wired electrical control panel and hood light/fan switches all as specified herein.

Controls:

Hood Switches: Mounted on face of hood utility cabinet. Provide switches with indicator lights for fans and switch for hood lights. 115V pre-wired to electrical control panel.

Electrical Control Panel: Electrical control panel shall be 80V-3 Phase, UL Listed pre-wired control panel housed in a NEMA 1 enclosure, mounted inside the hood utility cabinet. Panel shall provide the following:

- a. Color coded wiring.
- b. Numbered terminal blocks.
- c. Grounding bar.
- d. Spare terminals controlled by the fire system micro switch.
- e. Factory pre-wired to turn on the exhaust fans in a fire condition.
- f. Red pilot lighted fan switch which illuminates when turned on.
- g. Wiring diagram.
- h. Relays.
- i. Fan Starters.

Control panel shall be factory tested before leaving the factory. Typical of "Captive Aire" No. 32111000.

Fire Suppression System: Furnish a complete UL listed automatic fire protection system serving kitchen hood, ducts, plenums and appliances in accordance with the National Fire Protection Association, Bulletin No's. 17a and 96, 1994 edition. Agent containers and system controls shall be housed in the hood utility cabinet. "Ansul" R-102 System.

The fire suppression system(s) will require limited field installation of equipment drops, remote manual pulls and State Fire Marshal acceptance.

All drop locations and remote pull station will have to be field-installed after the installation of hood, ductwork and equipment are completed.

System shall include full bag test for State Fire Marshal acceptance. Test must be witnessed by State Fire Marshal. General Contractor shall coordinate time and date for testing.

Gas Fired Appliances Requiring Protection Are:

Wall Style Hood "B"

1 Each Item #30 Range w/Griddle Attachment: 34" x 27" cook top w/four Burners and an attached 17" x 27" griddle surface.

System shall be a pre-engineered cartridge operated liquid agent mechanical type mounted in a hood utility cabinet.

System shall be mechanical cable type with cables mounted in tubing securely fastened to appropriate structure. Where run of tubing must change direction, a corner pulley shall be installed. Cable and tubing shall be connected to primary control head, remote manual pull, fusible link, detectors mounted in hoods and cable operated gas valve, all of which is to be included.

Any pipe penetrations through duct work or hood walls shall be fitted with mechanical sealing adapters.

Furnish a 2" UL listed mechanical gas line shut-off valve that will be installed by the plumbing subcontractor. Final hook-up of gas valve to the fire protection system shall be furnished as part of the hood system contract.

System shall be provided with electric micro switches as required to shut down hood system supply air fans.

Typical of "Captive Aire" Model ND-2 Hood Package.

Exhaust Fan with Curb: Furnish two (2) each up-blast belt driven centrifugal power roof exhausters, vertical discharge, with aluminum impeller and spun aluminum housing. Base of fan shall have an external grease drain pipe and grease collection pan. Each exhaust fan shall have a 1 ½" horsepower motor with a fan capacity of 3,250 CFM @ -.75" S.P., 480V-3Ph and no less than a one year warranty. Furnish with electrical disconnect switch. Exhaust fan shall be U.L. 762 listed for smoke and grease laden vapor removal. Roof curbs will be furnished by others (metal building contractor). Furnish (loose) a rust proof hinge arrangement for exhaust fan and roof curb allowing access to the curb well and duct work in accordance with NFPA 96.

Typical of "Captive Aire" Model NCA18FA with collection pan and hinged curb.

Filtered Intake Supply Fan with Curb: Furnish one (1) each supply air fan having a heavy duty squirrel cage blower with ball bearings. The unit shall contain cast iron motor pulleys and heavy duty belts. Weatherproof housing and removable lid with latches shall be 18-gauge aluminized metal, spot welded at all seams to assure water tightness.

Each supply fan unit shall have air intake shroud(s) for horizontal intake and protection of filter media from the weather. Furnish with removable filters of expanded aluminum media that are easily cleanable.

Supply fan shall have a 2 horsepower motor with a fan capacity of 4,500 CFM @ 0.60" S.P., 480V-3Ph and no less than a one year warranty. Furnish with electrical disconnect switch. Roof curb will be furnished by others (metal building contractor).

Typical of "Captive Aire" Model NSAU2-G15.

Wall Style Hood "C" With Accessories: Overall hood size of 10'-0" long x 5'-3" wide x 2'-0" high built in one section to provide one complete a wall style hood (above dimension does not include utility cabinet). Wall hood shall include a 3" wide un-insulated back stand off constructed of same material as hood. Stand off shall be enclosed on sides and bottom. Stand off shall be factory installed (welded).

The hood shall be fabricated from Type 304, 18-gauge stainless steel polished to a #3 finish. 18-gauge galvanized iron may be utilized in concealed spaces.

All seams and joints shall be heliarc welded, ground and polished to match surrounding surfaces. Where hoods are joined together for a single application a cover strip is to be furnished for field installation. Hood shall be provided with hanging brackets to accommodate 1/2" threaded rod.

The hood shall include a filter housing constructed of the same material as the interior liner. All exhaust plenum surfaces and filters shall drain into a full length trough and be conveyed to a removable ½ pint grease container.

Grease filters shall be baffle type, all stainless steel two piece construction that forms a solid metal unit. UL listed. "Kason" Trapper Grease Filters. Riveted baffles or baffles that can be worked loose by inmates are not acceptable.

Lights shall be installed at approximately 3 feet intervals and shall be U. L. listed for use in exhaust hoods. Lights shall be completely prewired to a junction box located on top of the hood.

The hood must be constructed in accordance with NFPA #96; be UL classified and bear an NSF Seal of Approval. The exhaust hood shall have been tested under UL Standard 710, and classified for the application and connection to grease ducts utilizing duct fire protection.

Hood shall be furnished with 18 1/2" high enclosure panels constructed of type 304, 18-gauge stainless steel polished to a #3 finish. A mounting channel shall be factory welded to hood perimeter to accommodate installation of enclosure panels.

A utility cabinet (12" width x depth of hood) shall be provided that is an integral part of the hood and fabricated of same material as the hood.

Controls:

1. Hood Switches: Hood switches shall be mounted on face of hood utility cabinet. Provide switches with indicator lights for fans and switch for hood lights. Hood switches shall be 15V pre-wired to electrical control panel.
2. Electrical control panel: Electrical control panel shall be a 115V-1 Phase, UL Listed pre-wired control panel housed in a NEMA 1 enclosure, mounted inside the hood utility cabinet. Panel shall provide the following:
 - a. Color coded wiring.
 - b. Numbered terminal blocks.
 - c. Grounding bar.
 - d. Spare terminals controlled by the fire system micro switch.
 - e. Factory pre-wired to turn on the exhaust fans in a fire condition.
 - f. Red pilot lighted fan switch that illuminates when turned on.
 - g. Wiring diagram.
 - h. Relays.

Control panel shall be factory tested before leaving the factory. Typical of "Captive-Aire" No. 11111002.
"Captive Aire" Model ND-2 Hood Package.

Exhaust Fan with Curb: Furnish one (1) each up-blast belt driven centrifugal power roof exhaustor, vertical discharge, with aluminum impeller and spun aluminum housing. The base of fan shall have an external grease drain pipe and grease collection pan. Each exhaust fan shall have a 1/2 horsepower motor with a fan capacity of 1,500 CFM @ .750" S.P., 115V-1Ph and no less than a one year warranty. Furnish with electrical disconnect switch. Exhaust fan shall be U.L. 762 listed for smoke and grease laden vapor removal. Roof curbs will be furnished by others (metal building contractor). Furnish a (loose) rust proof hinge arrangement, for exhaust fan and roof curb, allowing access to the curb well and duct work in accordance with NFPA 96.

Typical of "Captive Aire" Model NCA14FA with collection pan and hinged curb.

3.2 Contractor Requirements

Contractor shall submit shop drawings for walk-in freezer and cooler(s), rack refrigeration system(s) and kitchen hood system(s) for approval and field use. Submit four (4) sets within seven (7) days after receipt of purchase order to:

Ron Borders, Construction Projects Consultant II
Department of Corrections
Bureau of Facilities Services
2601 Blair Stone Road
Tallahassee, Florida 32399-2500
Telephone: 850-410-4190

3.2 Delivery

All deliveries shall be coordinated with:

Bob Cabral, Construction Projects Consultant II
Mayo Correctional Institution
8784 W US Hwy 27
Mayo, Florida 32066
Phone: (386) 294-4513
Cell: (856) 623-4098
Fax: (386) 294-4507
E-mail address: cabral.bob@mail.dc.state.fl.us

Product(s) shall be shipped FOB: destination with forty five (45) days after receipt of an order. Deliveries must be made between 8:30 am to 4:00 pm ET, Monday thru Friday excluding Saturdays, Sundays, and state holidays, unless otherwise stated herein or on a subsequent purchase order.

3.3 Damaged Goods

The vendor shall be responsible for filing, processing and collecting all damage claims. However, to assist the vendor in the expeditious handling of damage claims, the ordering office will:

1. Record any evidence of visible damage on all copies of the delivery carrier's Bill of Lading.
2. Report damage (visible or concealed) to the carrier and contract supplier, confirming such reports, in writing, within fifteen (15) days of delivery, requesting that the carrier inspect the damaged merchandise.
3. Retain the item and its shipping container, including inner packing material, until inspection is performed by the carrier and disposition given by the contract supplier.
4. Provide the vendor with a copy of the carrier's Bill of Lading and Damage Inspection Report.

3.4 Trade Names

Any manufacturer's names, trade names, brand names or catalog numbers used in specifications contained in this bid are for the purposes of describing and establishing general quality levels. Such references are not intended to be restrictive. Bids will be considered for alternate items that meet or exceed the quality level of item(s) listed, unless "No Substitutes(s)" or other similar language is indicated on the Cost Information Sheet. If a vendor is submitting a bid for an alternate item, technical documentation/brochures must be provided to the Department for evaluation purposes. An alternate product sample may be required by the Department for review prior to acceptance.

SECTION 4 – PROCUREMENT RULES AND INFORMATION

4.1 Bid Manager

Questions related to this procurement should be addressed to:

Linda Gilyard
Purchasing Specialist
Bureau of Procurement & Supply
Department of Corrections
Tallahassee, Florida 32399-2500
Telephone: (850) 921-0767
Fax # (850) 488-7189
E mail address: gilyard.linda@mail.dc.state.fl.us

From the date this ITB is issued until a notice of intended award, rejection of all bids or other notice is made, no contact related to the ITB will be allowed between a bidder and any Department staff, with the exception of the Procurement Manager or her designee. Bidders shall not contact any other employee of the Department or the State for information with respect to this solicitation. Any unauthorized contact may disqualify the bidder from further consideration.

Pursuant to Section 287.057(24), Florida Statutes, Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the seventy-two (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.

Any person requiring special accommodations in responding to this solicitation because of a disability should call the Bureau of Procurement and Supply at 850-488-6671 at least five (5) days prior to any pre-solicitation conference, solicitation opening or meeting. If you are hearing or speech impaired, please contact the Bureau of Procurement and Supply by using the Florida Relay Service, which can be reached at 1-800-955-8771 (TDD).

Questions will only be accepted if submitted in writing and received on or before the date and time specified in the Calendar of Events (Section 4.2). Responses will be posted on the Vendor Bid System (VBS) by the date referenced in the Calendar of Events (Section 4.2).

4.2 Calendar of Events

Listed below are the important actions and dates/times by which the actions must be taken or completed. If the Department finds it necessary to change any of these dates/times, it will be accomplished by addendum. All listed times are local time in Tallahassee, Florida. Eastern Time.

	<u>Date</u>	<u>Time</u>	<u>Action</u>
4.2.1	04/22/10		Release of ITB
4.2.2	04/30/10		Last day for written inquiries
4.2.3	05/03/10		Anticipated date that written responses to written inquiries will be posted on the Vendor Bid System (VBS).
4.2.4	05/13/10	2:00PM	Bid opening
4.2.5	05/17/10		Anticipated date of posting of recommended award
4.2.6	05/20/10		Anticipated date for issuance of purchase order or other document

4.3 Procurement Rules

4.3.1 Mandatory Vendor Registration

In 2003, the State of Florida implemented an on-line e-procurement system called MyFloridaMarketplace (MFMP) through which all purchase orders are issued and distributed via e-mail or facsimile (fax) machine. The method of automatic distribution is selected by the vendor during the registration process. Therefore, before doing business with any state agency, vendors must register in this system on-line at: <http://dms.myflorida.com/mfmp>. Vendors needing assistance with the registration process may call 1-866-352-3776. For information regarding the fees for this service, please refer to Section 7.3.1.

4.3.2 Submission of Bids

Each bid shall be prepared simply and economically, providing a straightforward, concise delineation of the bidder's capabilities to satisfy the requirements of this ITB. Fancy bindings, colored displays, and promotional material are not desired. Emphasis in each bid must be on completeness and clarity of content. In order to expedite the review of bids, it is essential that bidders follow the format and instructions contained in the Bid Submission Requirements (Section 5), with particular emphasis on the Mandatory Responsiveness Requirements.

The Department will not consider any additional terms or conditions submitted by a bidder, including any appearing in documents attached as part of a bid response. In submitting its bid, a bidder agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect.

Bids are due at the time and date specified in the Calendar of Events (Subsection 4.2) at the Department of Corrections, Bureau of Procurement and Supply, 2601 Blair Stone Road, 4th floor, Tallahassee, Florida 32399-2500, and shall be submitted to the attention of the Contact Person at the address listed in Subsection 4.1. Bids received late will not be considered. No Department staff will incur responsibility for the inadvertent opening of a bid not properly sealed, addressed or identified.

Before award, the Department reserves the right to seek clarifications or request any information deemed necessary for proper review of submissions from any bidder deemed eligible for Contract award. Failure to provide requested information may result in rejection of the response.

4.3.3 Bid Opening

Bids will be publicly opened at the time and date specified in the "Calendar of Events" (Subsection 4.2). The name of all bidders submitting bids shall be made available to interested parties upon written request to the contact person listed in Section 4.1.

4.3.4 Costs of Preparing Bid

The Department is not liable for any costs incurred by a bidder in responding to this ITB, including those for oral presentations, if applicable.

4.3.5 Disposal of Bids

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

4.3.6 Bid Rules for Withdrawal

A submitted bid may be withdrawn by submitting a written request for its withdrawal to the Department, signed by an authorized representative of the bidder within seventy-two (72) hours after the bid due date indicated in the Calendar of Events.

Any submitted bid that has not been properly withdrawn, shall remain a valid bid for twelve (12) months after the bid opening date.

4.3.7 Rejection of Bids

The Department shall reject any and all bids containing material deviations. The following definitions are to be utilized in making these determinations.

4.3.7.1 Material Deviations

The Department has established certain requirements with respect to bids to be submitted by bidders. The use of *shall*, *must* or *will* (except to indicate simple futurity) in this ITB indicates a requirement or condition which may not be waived by the Department except where the deviation therefrom is not material. A deviation is material if, in the Department's sole discretion, the deficient response is not in substantial accord with this ITB's requirements, provides an advantage to one bidder over other bidders, has a potentially significant effect on the quantity or quality of items bid, or on the cost to the Department. Material deviations cannot be waived and shall be the basis for rejection of a bid.

4.3.7.2 Minor Irregularities

A variation from the ITB terms and conditions which does not affect the price of the bid or give the bidder an advantage or benefit not enjoyed by the other bidders or does not adversely impact the interests of the Department.

4.3.8 Bid Inquiries

4.3.8.1 The bidder shall examine this ITB to determine if the Department's requirements are clearly stated. If there are any requirements which restrict competition, the bidder may request, in writing, to the Department, that the specifications be changed. The bidder who requests changes to the Department's specifications must identify and describe the bidder's difficulty in meeting the Department's specifications, must provide detailed justification for a change, and must recommend changes to the specifications. Requests for changes to this ITB must be received by the Department no later than the date shown for written inquiries in the "Calendar of Events." A bidder's failure to request changes by the date described above shall be considered to constitute bidder's acceptance of Department's specifications. The Department shall determine what changes to this ITB shall be acceptable to the Department. If required, the Department shall issue an addendum reflecting the acceptable changes to this ITB, and post as stated in Section 5.3.1, in order that all bidders shall be given the opportunity of proposing to the same specifications.

4.3.8.2 Any inquiries from bidders concerning this ITB shall be **submitted in writing**, identifying the submitter, to the individual identified in Section 4.1 of this ITB and must be received no later than the date and time specified in Section 4.2 of the Calendar of Events. (E-mail inquiries are preferred with the bidder following up by mailing or faxing a hard copy.) It is the responsibility of the bidder to confirm receipt of e-mailed and faxed inquiries.

4.3.9 Cost Discussions

Any discussion by the bidder with any employee or authorized representative of the Department involving cost information, occurring prior to bid opening or notice of recommended award, or notice of rejection of all bids, will result in rejection of said bidder's bid.

4.3.10 Verbal Instructions

No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any Department employee. Only those communications that are in writing from the Department's staff identified in Section 4.1 of this ITB shall be considered a duly authorized expression on behalf of the Department. Only communications from the Contractor's representative, which are in writing and signed, will be recognized by the Department as duly authorized expressions on behalf of the Contractor.

4.3.11 No Prior Involvement and Conflicts of Interest

The Contractor shall not compensate in any manner, directly or indirectly, any officer, agent or employee of the Department for any act or service that he/she may do, or perform for, or on behalf of, any officer, agent, or employee of the Contractor. No officer, agent, or employee of the Department shall 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 or the State of Florida.

The Contractor shall have no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under this Contract.

4.3.12 Department of State Licensing Requirements

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

In furtherance of the One Florida Initiative, bidders are encouraged to seek the participation of certified minority business enterprises (CMBE). Information on the One Florida Initiative and CMBEs is available from the Office of Supplier Diversity at <http://osd.dms.state.fl.us>. Please identify each CMBE that will participate in the Contract and the nature of the participation.

4.3.13 Public Entity Crimes

A person or affiliate who has been placed on the Convicted Contractor List following a conviction for a public entity crime may not submit a bid or proposal to provide any goods or services to a public entity, may not submit a bid or proposal to a public entity for the construction or repair of a public building or public work, may not submit bids or proposals for 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 Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the Convicted Contractor List.

4.3.14 Discriminatory Vendor List

An entity or affiliate who has been placed on the Discriminatory Vendor List may not submit a bid or contract to provide goods or services to a public entity, may not submit a bid or contract with a public entity for the construction or repair of a public building or public work, may not submit bids or contracts on leases of real property to a public entity, may not perform work as a contractor, supplier, subcontractor or consultant under contract with any public entity and may not transact business with any public entity.

4.3.15 Unauthorized Employment of Alien Workers

The Department does not intend to award publicly funded contracts to those who knowingly employ unauthorized alien workers, constituting a violation of the employment provisions as determined pursuant to Section 274A of the Immigration and Nationality Act.

SECTION 5 – BID FORMAT AND CONTENTS

This section contains instructions that describe the required format for the submitted bid. Bids shall be submitted in a sealed envelope, clearly marked “**Bid – ITB #09-MAYO-8170.**”

There is no intent to limit the content of the response. Additional information deemed appropriate by the bidder may be included. However, cluttering the bid with irrelevant material makes the review more difficult. The following paragraphs contain instructions that describe the required format for bid responses.

5.1 Responsiveness Requirements

The following terms, conditions, or requirements must be met by the bidder to be responsive to this ITB. Failure to meet these responsiveness requirements may cause rejection of a bid.

5.1.1 Bidder shall complete, sign and return the ITB Bidder Acknowledgement Form (page 1 & 2). The bidder must return either the original or a copy of both pages with an original signature on page one (1).

5.1.2 The bidder shall complete, sign, date and return (all) pricing pages, entitled Cost Information Sheet, which consists of pages 35 through 36. By submitting a bid or bids under this ITB, each Bidder warrants its agreement to the prices submitted. The Department objects to and shall not consider any additional terms or conditions submitted by a bidder, including any appearing in documents attached as part of a bidder’s response. In submitting its bid, a bidder agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Any qualifications, counter-offers, deviations, or challenges may render the bid non-responsive.

5.2 Contact for Contract Administration

The bidder shall complete and insert Attachment 1 of this ITB.

5.3 Addendum Acknowledgment Form

If an addendum to this bid is issued, the Bidder shall complete and insert the Addendum Acknowledgment Form(s).

- 5.3.1** The Department will post all addenda and materials relative to this procurement on the Florida Vendor Bid System at www.myflorida.com under the posted bid number (click on “Business”, then “Doing Business with the State”, under “Everything for Vendors and Customers”, click on “Vendor Bid System (VBS)”, and “Search Advertisements”). Each bidder is responsible for monitoring this site for new or changing information relative to this procurement.
- 5.3.2** An Addendum Acknowledgment Form will be included with each addendum and shall be signed by an authorized company representative, dated, and returned with the bid, as instructed in Section 5, Contents of Bid.

SECTION 6 – AWARD OF CONTRACT

6.1 Posting of Recommended Award

The notice of intended award will be posted on or about the date shown in the “Calendar of Events” (Section 4.2) and will remain posted for a period of seventy-two (72) hours. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72 hour time period. Posting will be made available on the Florida Vendor Bid System at www.myflorida.com (see additional instructions listed in Subsection 5.3.1).

- 6.1.1** Any bidder who desires to protest the recommended award must file the following documents with the Agency Clerk in the Department’s Office of General Counsel, 2601 Blair Stone Road, Tallahassee, Florida 32399-2500, (telephone 850-488-2328) and provide copies to the Contact Person listed in Section 4.1 of this ITB:
- 6.1.1.1** A written notice of intent to protest within seventy-two (72) hours after posting of the recommended award. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72 hour time period.
 - 6.1.1.2** A formal written protest by petition within ten (10) calendar days after the date on which the notice of protest is filed.
 - 6.1.1.3** A protest bond within ten (10) calendar days after the date on which the notice of protest is filed.
- 6.1.2** Failure to file a protest within the time prescribed in Chapter 120.57(3), Florida Statutes or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.
- 6.1.3** Pursuant to Section 287.042(2)(c), Florida Statutes, a formal written protest must be accompanied by a bond payable to the Department in an amount equal to one percent (1%) of the estimated total value of the proposed contract amount submitted by the protestor. The amount of the bond will be provided by the Department’s Office of General Counsel/Contracts Section and can be obtained by contacting the appropriate staff at (telephone number 850-488-2328, facsimile number 850-410-4133). In lieu of a bond, the Department may accept a cashier’s check, official bank check, or money order in the amount of the bond.
- 6.1.4** In addition to the requirements of the paragraph No. 15 entitled “Awards” of the General Conditions of the ITB Bidder Acknowledgement Form (page 2), the Department shall not be obligated to pay for information obtained from or through any bidder prior to entering into a contract with the winning bidder.

6.2 Price Determination

The Department will award the Contract to the lowest responsive bidder in accordance with the General Conditions of the ITB Bidder Acknowledgement Form (page 2), paragraph 15, entitled “Awards”. In the event the low cost bidder is found non-responsive, the Department may proceed to the next lowest cost responsive bidder and continue the award process.

Firm prices shall be bid and shall include all packaging, handling, shipping and delivery charges.

6.3 Incomplete Cost Information Sheet

Any cost information sheet that is incomplete or in which there are significant inconsistencies or inaccuracies may be rejected by the Department. No deviations, qualifications, or counter offers will be accepted. The Department reserves the right to reject any and all bids. All calculations will be reviewed and verified. The Department may correct mathematical errors; however, in the event of any miscalculation, unit prices shall prevail. All changes/corrections made by the bidder, including corrections made using “white out”, shall be initialed by the bidder.

6.4 Identical Tie Bids

When evaluating bids/proposals/responses to solicitations, if the department receives identical pricing or scoring from multiple vendors, the department shall determine the order of award using the criteria set forth in Rule 60A-1.011, F.A.C. and Chapter 295.187, F.S.

SECTION 7 – CONTRACT TERMS AND CONDITIONS

This section contains standard terms and conditions that shall be included in any Contract which results from this ITB. By submitting a bid in response to this ITB, the bidder is deemed to have accepted these terms and conditions in their entirety.

7.1 Contract

7.1.1 A bidder’s bid in response to this ITB shall be considered as the bidder’s formal offer.

7.1.2 Where a Purchase Order will be issued by the Department, this ITB and the Bidder’s bid shall be incorporated into and thereby become a part of that Purchase Order. If there is a conflict in language, the Department’s ITB will govern.

7.2 Termination

7.2.1 Termination at Will

The Purchase Order may be terminated by either party upon no less than thirty (30) calendar 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. Notices to the Department shall be sent to the individual listed in Section 4.1. Notices to the Vendor shall be sent to the individual listed in Attachment 1 – Contact (or Contract Administration).

7.2.2 Termination Because of Lack of Funds

In the event funds to finance this purchase become unavailable, the Department may cancel the Purchase Order upon no less than twenty-four (24) hours' notice in writing to the Vendor. Notice shall be delivered by certified mail (return receipt requested), facsimile, by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery. The Department shall be the final authority as to the availability of funds.

7.2.3 Termination for Cause

If any breach of the terms and conditions of the Department's Purchase Order or any of its incorporated documents occurs by the Vendor, the Department may, by written notice to the Contractor, cancel the Purchase Order upon twenty-four (24) hours' notice. 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. If applicable, the Department may employ the default provisions in Chapter 60A-1, Florida Administrative Code. The provisions herein do not limit the Department's right to remedies at law or to damages.

7.2.4 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 Purchase Order.

7.3 Payments and Invoices

7.3.1 Transaction Fee

The Department of Management Services has instituted a statewide eProcurement System ("System"), with the assistance of a third-party agent, Accenture LLP ("Accenture"). All transactions from this Contract shall be processed through this system. Pursuant to Section 287.057(23), Florida Statutes (2002), a Transaction Fee of one percent (1%) of the total dollar amount of each purchase order shall apply to all purchases from this Contract unless otherwise exempt as indicated in 60A-1.032, F.A.C.. This fee, paid by the Contractor, is not submitted to the department and shall not be added to purchase orders as a separate item.

It is the intent of the system to automatically deduct the Transaction Fee from payments to the Contractor. However, this feature is not currently available and Contractors are expected to self-report until a method of automatic deduction is implemented. By submission of these self-reports and corresponding Contractor deposits, the Contractor is certifying their correctness. All such reports and fee deposits shall be subject to audit by the State.

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

Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering procurement costs from the Contractor in addition to all outstanding fees. **CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM BIDDING ON DEPARTMENT CONTRACTS.**

7.3.2 The Contractor agrees to submit invoices for compensation for delivery of products in detail sufficient for a proper pre-audit and post-audit thereof. Invoices will be paid upon receipt, inspection and acceptance of product(s).

7.4 Contract Management

7.4.1 Department's Contract Administrator

The Contract Administrator for this purchase will be:

Patti Casey, Assistant Bureau Chief
Bureau of Procurement and Supply
Department of Corrections
2601 Blair Stone Road
Tallahassee, Florida 32399-2500
850/414-8734 (telephone)
850/488-7189 (facsimile number)
casey.patti@mail.dc.state.fl.us

The Contract Administrator will perform the following functions:

- 7.4.1.1** maintain the Purchase Order or P-Card file;
- 7.4.1.2** process all change orders and purchase order cancellations; and
- 7.4.1.3** maintain the official records of all correspondence between the Department and the Vendor.

7.5 Contract Management Changes

After execution of the Contract resulting from this ITB, any changes in the information contained in Section 7.4, Contract Management of that Contract, will be provided to the other party in writing and a copy of the written notification shall be maintained in the official Contract file.

7.6 Vendor's Expenses

The successful bidder shall pay for all licenses, permits, and inspection fees or similar charges required for this Contract, and shall comply with all laws, ordinances, regulations, and any other requirements applicable to the work to be performed under this Contract.

7.7 Governing Law and Venue

This Contract is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with the laws, rules and regulations of the State of Florida. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

7.8 Records

7.8.1 Public Records

Article 1, section 24, Florida Constitution, guarantees every person access to all public records, and Section 119.011, Florida Statutes, provides a broad definition of public record. As such, all responses to a competitive solicitation are public records unless exempt by law. Any respondent claiming that its response contains information that is exempt from the public records law shall clearly segregate and mark that information and provide the specific statutory citation for such exemption.

7.8.2 Disclosure of Bid Contents

All documentation produced as part of this solicitation shall become the exclusive property of the Department and may not be removed by the Respondent or its agents. All bid submittals shall become the property of the Department and shall not be returned to Respondent. The Department shall have the right to use any or all ideas or adaptations of the ideas submitted. Selection or rejection of a bid shall not affect this right.

7.8.2.1 Confidential, Proprietary, or Trade Secret Material

The Department takes its public records responsibilities as provided under chapter 119, Florida Statutes and Article I, Section 24 of the Florida Constitution, very seriously. If Respondent 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, Florida Statutes, the Florida Constitution or other authority, Respondent must also simultaneously provide the Department with a separate redacted copy of its 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 Department's solicitation name, number, and the name of the respondent on the cover, and shall be clearly titled "Redacted Copy." The Redacted Copy shall be provided to the Department at the same time Respondent submits its response to the solicitation and must only exclude or redact those exact portions which are claimed confidential, proprietary, or trade secret. Respondent 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, Respondent shall protect, defend, and indemnify the Department for any and all claims arising from or relating to Respondent's determination that the redacted portions of its response are confidential, proprietary, trade secret or otherwise not subject to disclosure. If Respondent fails to submit a Redacted Copy with its response, the Department is authorized to produce the entire documents, data or records submitted by Respondent in answer to a public records request for these records.

7.8.3 Audit Records

7.8.3.1 The successful bidder agrees to maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the Department under this Contract, and agrees to provide a financial and compliance audit to the Department or to the Office of the Auditor General and to ensure that all related party transactions are disclosed to the auditor.

7.8.3.2 The successful bidder agrees to include all record-keeping requirements in all subcontracts and assignments related to this Contract.

7.8.4 Retention of Records

The successful bidder agrees to retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertaining to this Contract for a period of five (5) years. The successful bidder shall maintain complete and accurate record-keeping and documentation as required by the Department and the terms of this Contract. Copies of all records and documents shall be made available for the Department upon request. All invoices and documentation must be clear and legible for audit purposes. All documents must be retained by the successful bidder at the address listed on the ITB Cover Sheet, PUR 7028, for the duration of this 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. All documents must be retained by the Vendor at the Vendor's primary place of business for a period of five (5) years following termination of the Contract, or, if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, 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 shall advise the Department of the location of all records pertaining to this Contract and shall notify the Department by certified mail within ten (10) days if/when the records are moved to a new location.

7.9 Prison Rehabilitative Industries and Diversified Enterprises, Inc. ("PRIDE")

The Bidder agrees that any articles which are the subject of, or are required to carry out this Contract, shall be purchased from PRIDE, identified under Chapter 946, Florida Statutes, in the same manner and under the procedures set forth in Sections 946.515(2) and (4), Florida Statutes. The Bidder shall be deemed to be substituted for the Department in dealing with PRIDE, for the purposes of this Contract. This clause is not applicable to subcontractors, unless otherwise required by law. Available products, pricing, and delivery schedules may be obtained by contacting PRIDE.

This section is applicable to those products manufactured or services provided by PRIDE. For a list of these products, please go to <http://www.pride-enterprises.org/>.

7.10 Product Available from the Blind or Other Handicapped (RESPECT)

The Department supports and encourages the gainful employment of citizens with disabilities. It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this Contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036 (1) and (2), Florida Statutes; and for purposes of this Contract the person, firm, or other business entity carrying out the provisions of this Contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned.

This section is applicable to those products manufactured or services provided by RESPECT. For a list of these products, please go to <http://www.respectofflorida.org>.

7.11 Procurement of Materials with Recycled Content

It is expressly understood and agreed that any products or materials which are the subject of, or are required to carry out, this Contract shall be procured in accordance with the provisions of Section 403.7065, Florida Statutes and Section 287.045, Florida Statutes.

7.12 Sponsorship

If the Contractor is a nongovernmental organization which sponsors a program financed partially by state funds, including any funds obtained through this Contract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (insert Vendor's name) and the State of Florida, Department of Corrections." If the sponsorship reference is in written material, the words "State of Florida, Department of Corrections" shall appear in the same size letters or type as the name of the organization.

7.13 Employment of Department Personnel

The Contractor shall not knowingly engage, employ or utilize, on a full-time, part-time, or other basis during the period of this Contract, any current or former employee of the Department where such employment conflicts with Section 112.3185, Florida Statutes.

7.14 Non-Discrimination

No person, on the grounds of race, creed, color, national origin, age, gender, marital status or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in, the performance of this Contract.

7.15 Americans with Disabilities Act

The 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, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further contracts.

7.16 Indemnification

The Contractor shall be liable, and agrees to be liable for, 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 Contractor, or its employees or agents, in the course of the operations of this Contract, including any claims or actions brought under Title 42 USC §1983, the Civil Rights Act.

7.17 Bidder's Insurance

The Contractor agrees to provide adequate insurance coverage on a comprehensive basis and to hold such insurance at all times during the existence of this Contract. The 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 this Contract. Upon issuance of the Purchase Order, the vendor may be required to furnish the Department written verification of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Department reserves the right to require additional insurance where appropriate.

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

7.18 Copyrights, Right to Data, Patents and Royalties

Where activities supported by this Contract produce original writing, sound recordings, pictorial reproductions, drawings or other graphic representation and works of any similar nature, the Department has the right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Department to do so. If the materials so developed are subject to copyright, trademark, or patent, legal title and every right, interest, claim or demand of any kind in and to any patent, trademark or copyright, or application for the same, will vest in the State of Florida, Department of State for the exclusive use and benefit of the state. Pursuant to Section 286.021, Florida Statutes, no person, firm or corporation, including parties to this Contract, shall be entitled to use the copyright, patent, or trademark without the prior written consent of the Department of State.

The Department shall have unlimited rights to use, disclose or duplicate, for any purpose whatsoever, all information and data developed, derived, documented, or furnished by the Contractor under this Contract. All computer programs and other documentation produced as part of the Contract shall become the exclusive property of the State of Florida, Department of State, with the exception of data processing software developed by the Department pursuant to Section 119.083, Florida Statutes, and may not be copied or removed by any employee of the Contractor without express written permission of the Department.

The Contractor, without exception, shall indemnify and save 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 Contractor. The Contractor has no liability when such claim is solely and exclusively due to the combination, operation, or use of any article supplied hereunder with equipment or data not supplied by the 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 of copyright or patent infringement and will afford the Contractor full opportunity to defend the action and control the defense of such claim.

Further, if such a claim is made or is pending, the Contractor may, at its option and expense, procure for the Department the right to continue use of, replace, or modify the article to render it noninfringing. (If none of the alternatives are reasonably available, the Department agrees to return the article to the Contractor upon its request and receive reimbursement, fees and costs, if any, as may be determined by a court of competent jurisdiction.) If the Contractor uses any design, device, or materials 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 in any way involved in the work to be performed hereunder.

7.19 Disputes

Purchasing entities are to report any vendor failing to perform according to the requirements of this contract on a Department of Management Services' (DMS) Complaint to Vendor form (#PUR7017). The Bureau of Procurement & Supply will provide a copy of the #PUR7017 to the State Purchasing Office at the Department of Management Services. Should the vendor fail to satisfactorily correct the problem within a prescribed period of time, then a "Request for Assistance" form (#DC2-509) shall be submitted to the Contract Administrator with a copy to the Contract Manager, if applicable. The Contract Administrator shall decide the dispute (with input from the Contract Manager if applicable), reduce the decision to writing, and deliver a copy to the Vendor and the Contract Manager, if applicable. If the dispute cannot be resolved by the Contract Administrator, the issue shall be escalated to the Bureau Chief of Procurement and Supply for resolution. Copies of these submittals shall remain in the contract file for use in decisions regarding renewal options.

7.20 Independent Vendor Status

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

7.21 Assignment

The Contractor shall not assign its responsibilities or interests under this Contract to another party without prior written approval of the Department's Contract Administrator, or the Contract Manager, if applicable. The Department shall, at all times, be entitled to assign or transfer its rights, duties and obligations under this Contract to another governmental agency of the State of Florida upon giving written notice to the Contractor.

7.22 Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Contract or interruption of performance resulting directly or indirectly from acts of God, accidents, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes.

7.23 Severability

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

7.24 Use of Funds for Lobbying Prohibited

The Contractor agrees to comply with the provisions of Section 216.347, Florida Statutes, which prohibits the expenditure of state funds for the purposes of lobbying the Legislature, the Judicial branch, or a state agency.

7.25 Convicted Felons Certification

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

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ATTACHMENT 1 –CONTACT FOR CONTRACT ADMINISTRATION

ITB #09-MAYO-8170

Designate one person authorized to conduct Contract administration.

NAME: _____

TITLE: _____

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

E-MAIL ADDRESS: _____

ORDERING INFORMATION

ALL PURCHASE ORDERS SHOULD BE DIRECTED TO:

VENDOR _____

ADDRESS: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

E-MAIL ADDRESS: _____

FAXED ORDERS WILL _____ WILL NOT _____ BE ACCEPTED.

ATTACHMENT 2 – SECURITY GUIDELINES

In performing work under the resultant Contract, the Contractor and his employees, agents or subcontractors shall adhere to the following institutional security guidelines:

1. No firearms shall be brought onto the institution's grounds. To do so constitutes a felony. Weapons shall not be left in vehicles).
2. No alcohol or controlled substances are allowed on Department property. Lunch boxes, tool boxes and other containers will be inspected at the gate.
3. Formal identification (employee's photo, identification badge or driver's license) shall be carried at all times. Proper identification will be required to be admitted into the institution's grounds.
4. The Contractor's employees, agents and subcontractors shall not traffic with inmates. Absolutely no transactions are to occur between construction personnel and inmates. This includes a prohibition against giving or receiving cigarettes, stamps or letters. Any person violating this guideline may be immediately removed from further work under the Contract.
5. There shall be no communication with inmates, verbal or otherwise, without the authorization of the institution.
6. Construction vehicles shall only be parked in areas designated by the Institution's Warden or Colonel. The Contractor shall contact the Warden or Colonel to confirm parking locations.
7. All vehicles shall be locked and keys may not be left in ignition locks of motor vehicles. Wheel locking devices may be required (the Contractor shall contact the Warden or Colonel for determination).
8. All keys shall be kept in pockets on the person of anyone performing services under the Contract. Keys may not be left in the pockets of clothing not being worn.
9. The Contractor and all employees and agents shall protect tools with strict tool control. Tool boxes shall be locked when not in use. Tools are likely to be stolen if handled in a careless manner. Hammers, saws, side cutter pliers, bolt cutters, etc., are of particular concern. (For example, the loss of a bolt cutter will result in the locking down of the compound. Everyone will be required to stay until it is found.) Every tool is to be geographically controlled at every hour of the day. At night, tool boxes are to be removed from the compound or taken to a secure area as directed by the institution's security staff.
10. All lost tools must be reported to the Correctional Officer Chief immediately.
11. The Contractor shall take notice that use of any powder activated tools must be prior-approved by security personnel prior to bringing the powder activated tools onto the compound. Strict accounting for all powder loads and spent cartridges is required.

12. The Contractor shall establish materials storage and working areas with the Warden and/or Colonel.
13. Any shutdown of existing systems (gas, water, electricity, electronics, sewage, etc.) shall be coordinated with the Institutional Specialist and the Institution's Officials. No existing utility system may be shutdown without prior approval. The Contractor shall arrange for alternative service (if required) and expeditious re-establishment of the shutdown system.
14. All construction materials shall be delivered into the compound on trucks entering through the sally-port. All vehicles will undergo a thorough, security check. Due to the time involved in checking each vehicle (10-15 minutes), the Contractor is requested to minimize the number of deliveries.
15. End-of-day construction materials and debris shall be controlled. Construction materials and debris can be used as weapons. To avoid this, the Contractor shall store all material in, and remove debris to, locations agreed to by the security staff.
16. The Contractor's personnel shall arrange for a Correctional Officer to survey the project area before construction personnel leave. This will aid both the Contractor and Department in assuring that necessary security measures have been met.

Criminal Records Check

The Contractor's staff assigned to this project shall be subject, at the Department's discretion and expense, to a Florida Department of Law Enforcement (FDLE) Florida Crime Information Center/National Crime Information Center (FCIC/NCIC) background/criminal records check. This records check will be conducted by the Department and may occur or re-occur at any time during the Contract period. The Department has full discretion to require the Contractor to disqualify, prevent, or remove any staff from any work under the Contract resulting from this ITB. The Department is under no obligation to inform the Contractor of the records check findings or the criteria for disqualification or removal. In order to carry out this records check, the Contractor shall provide the following data for any individual of the Contractor or subcontractor's staff assigned to the Contract: full name, race, sex, date of birth, social security number, driver's license number and state of issue

MANDATORY FORM

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COST INFORMATION SHEET

BID NO.: # 09-MAYO-8170

Project Name: Main Unit New Food
Service Facility

FOB: Mayo CI

8784 W US Hwy 27
Mayo, Florida 32066

ITEM #1

1 Lot **Walk-In Freezer and Coolers (reference 3.1.1):** Furnish equipment only in accordance with plans and specifications prepared by the Department of Corrections, Bureau of Institutional Support Services.

Indicate Manufacturer Being Bid: _____

Grand Total Item #1: _____

ITEM #2

1 Lot **Rack Refrigeration System (reference 3.1.2):** Furnish equipment only in accordance with specifications prepared by the Department of Corrections, Bureau of Institutional Support Services.

Indicate Manufacturer Being Bid: _____

Grand Total Item #2: _____

NAME OF BIDDER

FEID#

SIGNATURE OF AUTHORIZED REPRESENTATIVE

DATE

MANDATORY FORM

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ITEM #3

1 Lot **Kitchen Hood System (reference 3.1.3):** Furnish equipment only in accordance with specifications prepared by the Department of Corrections, Bureau of Institutional Support Services.

Indicate Manufacturer Being Bid: _____

Grand Total Item #3: _____

DELIVERY WILL BE MADE WITHIN _____ DAYS AFTER RECEIPT OF ORDER. (If Section 3.2 of this bid indicates a specific number of days required for delivery, then the number of days you insert here may be less than those required, but cannot be more.)

NAME OF BIDDER

FEID#

SIGNATURE OF AUTHORIZED REPRESENTATIVE

DATE