



**THE STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION
INVITATION TO BID
SECURITY SURVIELANCE SYSTEM
PROVISION AND INSTALLATION
ITB NO: ITB-DBPR-06-24/25**

Ashley Strickland, Procurement Officer
Agency Services
Florida Department of Business and
Professional Regulation
2601 Blair Stone Road
Tallahassee, FL 32399
Procurement@myfloridalicense.com

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

Any protest concerning this agency decision or intended decision must be timely filed with the Department of Business and Professional Regulation, Agency Clerk. Protests may be filed by courier, hand delivery, or regular mail at: Department of Business and Professional Regulation, Office of the General Counsel, Attention: Agency Clerk, 2601 Blair Stone Road, Tallahassee, Florida 32399-0950. Protests may also be filed by email at procurement@myfloridalicense.com. It is the filing party's responsibility to meet all filing deadlines.

NOTICE PURSUANT TO SUBSECTION 287.057(25), F.S.

Bidders 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.

INVITATION TO BID
ITB-DBPR -06-24/25
SECURITY SURVEILLANCE SYSTEM
PROVISION AND INSTALLATION SPECIFICATIONS
ITB BIDDER ACKNOWLEDGEMENT FORM

Purpose: The intent of this Invitation to Bid is to award a contract to the responsible and responsible vendor who submits the lowest responsive bid for the design, construction, and installation of a complete Security Surveillance System at the Department's Headquarters, located at 2601 Blair Stone Road, Tallahassee, FL 32399, the Blair Stone Capital Commerce Building, per the specifications contained herein. Only responsive and responsible vendors will be considered for award of this Invitation to Bid (ITB).

Responsive: To be responsive, a bid must constitute a definite, firm, unqualified and unconditional offer to meet all of the material terms of this ITB. Material terms are those that could affect the price, quantity, quality, or delivery. Also included as material terms are those which are clearly identified in this ITB and which, for reasons of policy, must be complied with at risk of bid rejection for non-responsiveness.

Non-Responsive: Any submission that does not comply with this ITB, does not contain all the properly signed forms, supplements or deviates from the Bid requirements or has an incomplete Price Sheet may be considered nonresponsive at the discretion of the [Procurement Officer](#).

Responsible Vendors: The Department shall only consider responsible vendors. Responsible vendors are those vendors who have the capability in all respects to fully perform the contract requirements and the integrity and reliability that will ensure good faith performance. The Department may also consider references and quality to determine the responsibility of the bid. The Department reserves the right to use any information, whether supplied through the Bidder's submission or otherwise obtained, in determining responsibility.

Rejection of Bids: The Department reserves the right to reject any and all bids and to waive any minor irregularity in the submissions received in response to this ITB. The Department reserves the right to consider all information, whether submitted or otherwise, to determine responsiveness and responsibility and to reject bids accordingly.

Name of Bidder: _____

Contact Person Name: _____

Bidder's Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Federal Employer Identification Number: _____ Contractor's License Number: _____

The undersigned attests to the following: *"The Bidder understands all of the terms, conditions, and specifications contained herein and agrees to abide by all of the terms, conditions, and specifications in their entirety, without exception."*

Bidder's Authorized Signature (Manual): _____

Bidder's Authorized Signature Name (Typed) and Title: _____

CALENDAR OF EVENTS
ITB-DBPR--06-24/25

This table contains the Calendar of Events for this solicitation. The dates and times within the Calendar of Events are subject to change. It is the responsibility of the Vendor to check for any changes on the Vendor Information Portal. The official solicitation dates and time deadlines are reflected in the Calendar of Events.

SCHEDULE	DUE DATE	METHOD
Bid Advertised	March 10, 2025	Posted on the Vendor Information Portal (VIP)
MANDATORY Pre-Bid Conference and Site Visit	March 17, 2025 @ 10:00 AM ET	See Pre-Bid Conference Clause
Deadline to submit Questions	Must be received on or before March 21, 2025 @ 5:00 PM ET	See Deadline for Questions Clause
Anticipated date for Responses to Written Questions	March 25, 2025	Posted on the Vendor Information Portal
SEALED BIDS DUE (REMEMBER: The bid number should be clearly marked on envelope)	Bids must be received on or before: April 1, 2025 @ 5:00 PM ET	Mailing Address: Department of Business and Professional Regulation Attn: Agency Services 2601 Blair Stone Road Tallahassee, Florida 32399 Bids must be received by the Procurement Officer no later than the time and date herein.
Public Opening	April 2, 2025 @ 10:00 AM ET	Public Opening Options for Attendance: -In Person- 2601 Blair Stone Road Tallahassee, FL 32309 -Teleconference- Conference call phone number: 1.888.585.9008 Conference room number: 694-934-570
Anticipated Date to Post Notice of Intent to Award on VIP	April 8, 2025	Posted on the Vendor Information Portal
Anticipated Contract Start Date	Upon Execution	

GENERAL CONDITIONS

ITB-DBPR-06-24/25

A Vendor submitting a bid shall be registered in the MyFloridaMarketPlace (MFMP) system and where required, the Florida Department of State, Division of Corporation's Sunbiz system prior to the bid opening. Business entities which must be on file with Sunbiz include the following foreign and domestic entities: Corporations for and not for profit, Limited Liability Companies (LLC), Limited Partnerships (LP) including Limited Liability Limited Partnerships (LLLP), and organizations doing business under a fictitious name (DBA). A Bidder may not be considered for an award, if not registered in the MFMP and Sunbiz system. The Bidder's registration address and federal employer identification (FEID) number should match the Bidder's address and FEID number listed on the **Bidder Acknowledgment Form**.

Bids from Bidders shall include all necessary costs to complete the project, including but not limited to equipment, labor, travel, and licenses. The bidder is required to supply all specified documentation when submitting a bid for this project.

Please note:

- The terms "Contract," "Agreement" and "Purchase Order" are used interchangeably in the document.
- The terms "Commodities" and "Goods" are used interchangeably in the document.
- The terms "Vendor", "Bidder", "Contractor", and "Respondent" are used interchangeably in the document.
- The term "Security Surveillance System" means the specifications and services within the Contract.
- The term "Project" may be used interchangeably with "Security Surveillance System".

TERMS AND CONDITIONS

PUR1000 and PUR1001 are hereby incorporated by reference. PUR1000 and PUR1001 can be found at the Department of Management Services website at the following link:

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

The following terms and conditions take precedence over the PUR1000 and PUR1001 forms where applicable. The Department objects to and shall not consider any additional terms or conditions submitted by a Bidder, including any appearing in documents attached to, or made a part of, a vendor's bid. In signing and submitting its bid, a Bidder agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a bid, shall be grounds for rejecting a bid.

The terms and conditions of **Purchase Order Terms and Conditions (Attachment C)** and **Department Information Technology Resourced and Data Access Security (Attachment D)**, are hereby incorporated into this solicitation and any contract resulting from this solicitation.

PROCUREMENT OFFICER

In accordance with the PUR1001, section 21, (Limitation on Vendor Contact with Agency During Solicitation Period), the Procurement Officer is the sole point of contact for this ITB except for the exclusive purpose of facilitating site visits. Violation of this restriction may be grounds for rejecting a bid.

The contact information for the Procurement Officer is:

Ashley Strickland
Procurement@myfloridalicense.com

All emails to the Procurement Officer should contain the ITB number in the Subject line of the Email.

ESTIMATED BUDGET

The Department has an estimated budget of \$160,000.00 and the total bid price may not exceed the estimated budget.

TERM

The contract will be effective from the date of the issuance of purchase order. The Department anticipates that the contract will conclude on June 30, 2025.

If circumstances constituting a force majeure have occurred, or if anything occurs beyond the Contractor's control, the Contractor shall submit an extension request in writing. The Project Manager and Contract Manager will review the extension request and approve/ deny.

SUBCONTRACTS

Subcontracting **IS** permitted pursuant to the Terms and Conditions of the Purchase Order. The **List of Subcontractors (Attachment E)** shall be included with bid submission.

MANDATORY PRE-BID CONFERENCE AND SITE VISIT

A mandatory pre-bid conference and site visit will be held at the Blair Stone Capital Commerce Center, located at **2601 Blair Stone Road Tallahassee Florida 32399** on the date and time specified in the **Calendar of Events**. The purpose of this conference will be to clarify the contents of this solicitation to prevent misunderstanding of the Department's terms, conditions, and specifications and to provide a walkthrough at the Department's headquarters so that interested vendors can better understand the scope of the project.

Vendors must attend this pre-bid conference and site visit meeting as a requirement of bid responsiveness. Failure to attend the entire conference meeting, from the time it is called to order to the time it is adjourned, shall disqualify a potential respondent. General questions related to the specifications and services for this project will be answered. Any material changes to the bid terms, conditions, plans or specifications must be stated in writing. All questions regarding this procurement must be submitted to the procurement officer in accordance with the Deadline for Questions clause herein on or before the date within the Calendar of Events.

VERBAL COMMUNICATIONS

The Department will only be bound by written communications from the Department's Procurement Officer that have been posted on the Vendor Information Portal. Verbal instructions and answers will not be binding upon the Department.

DEADLINE FOR QUESTIONS

Any questions from Bidders that require an official DBPR answer concerning this solicitation shall be submitted in writing to the [Procurement Officer](#). Questions must be received no later than the date and time specified in

the **Calendar of Events**. Questions may be sent via email with the solicitation number in the subject line. It is the responsibility of the bidder to confirm receipt of questions if needed.

If questions are received, an addendum will be issued and shall be posted on the Vendor Information Portal (<https://vendor.myfloridamarketplace.com>).

LIMITATION ON BIDDER CONTACT DURING SOLICITATION PERIOD

Bidders to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the Department posting the notice of intent to 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.

ADDENDUMS

If the Department finds it necessary to supplement, modify or interpret any portion of the specifications or documents or answer any Bidder questions during the ITB period an addendum shall be posted on the Vendor Information Portal. **Each Bidder is responsible for monitoring the Vendor Information Portal website (<https://vendor.myfloridamarketplace.com>) for new or changing information relative to this procurement.** The Department bears no responsibility for any delays, or resulting impacts, associated with a Bidder's failure to obtain the information made available through the Vendor Information Portal.

BIDDER ACKNOWLEDGMENT

In order for this bid to be valid, the bid must be completed in its entirety, signed by the Bidder and returned, as part of the bid or the bid will be rejected. By affixing your signature to the **ITB Bidder Acknowledgement Form (Page 2)** the Bidder hereby states that the Bidder has read all bid specifications and conditions and agrees to all terms, conditions, provisions, specifications, and is currently licensed to do business within the State of Florida, if required by State or Federal Law, for the services or commodities the Bidder will provide the Department under these bid specifications without exception.

REFERENCES

Each prospective Bidder shall provide a minimum of three (3) references for similar projects completed. Current contact names and phone numbers shall be included with the bid package. See the attached **References Form (Attachment B)** for more detail.

EQUAL BIDS

Preference shall be given to businesses with drug-free workplace programs. If two (2) or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Contractors must complete the **Identical Tie Bid / Drug Free Workplace Form (Attachment F)** provided and return it with their bid. In the event multiple awards are not contemplated in the ITB, and the Department receives equal Bids eligible for award, the Department will comply with the following, as applicable: sections 287.057(11), 287.082, 287.087, 287.092, 295.187(4)(a), and 295.187(4)(b), F.S. In order to clarify the Bidders' status with regard to the applicable statutory preference requirements, the Department may request information from Bidders with equal eligible Bids. A Bidder will not be permitted to amend or supplement its Bid in response to such request for clarification.

SUPPORTING/SUPPLEMENTAL INFORMATION

If applicable the Department requires that bidders submit all required technical, specification, and other supporting information with their bid, so that a detailed analysis and determination can be made, by the Contract Manager that the product/service offered meets this ITB's specifications and that other requirements of this ITB have been met. However, provided a bid meets the requirements for a definite, firm, unqualified, and unconditional offer, the Department reserves the right to request supplemental information from the bidder after the bids have been opened to ensure that the products/services offered completely meet this ITB's requirements. The requirement for such supplemental information will be at the reasonable discretion of the Department and may include the requirement that a bidder provides a sample product(s) so that the Department can make a first-hand examination and determination.

A bidder's failure to provide this supplemental information or the product sample(s), within the time set by the Department, will cause the Department to consider the Contractor non-responsive and reject the Contractor's bid.

CONFIDENTIALITY/PUBLIC RECORDS LAW

Article 1, section 24, Florida Constitution, guarantees every person access to all public records, and section 119.011, F.S., provides a broad definition of "public record." As such, the entirety of the bids are public records and are subject to disclosure unless exempt from disclosure by law. If the Respondent considers any portion of its bid to be Confidential Information, the Respondent is to mark the document as "confidential" and simultaneously provide the Department with a separate, redacted copy of its bid. For each portion redacted, the Respondent is to briefly describe in writing the grounds for claiming exemption, including the specific statutory citation for such exemption. On the cover of the redacted copy, the Respondent is to provide its name and the Department's solicitation name and number and clearly title it, "Redacted Copy." Only portions of material that the Respondent claims are Confidential Information are to be redacted.

In accordance with section 119.071(1)(b), F.S., bids are exempt from production in response to public records requests until such time as the Department provides notice of an intended decision or until 30 days after opening the bids, whichever is earlier. After that time, the Department will provide the redacted copy, if any, in response to a public records request. If the Respondent fails to mark a record it claims contains Confidential Information as "confidential," or fails to submit a redacted copy in accordance with this section of a record it claims contains Confidential Information, the Department shall have no liability for release of such record. The foregoing will apply to every instance in which the Respondent fails to both mark a record "confidential" and redact it in accordance with this section, regardless of whether the Respondent may have properly marked and redacted the same or similar Confidential Information in another instance or record submitted to the Department.

In the event of a request for public records pursuant to Chapter 119, F.S., the Florida Constitution, or other authority, to which documents that are marked as "confidential" are responsive, the Department will provide the redacted copy to the requestor. If the Respondent has marked a record as "confidential" but failed to provide a redacted copy to the Department, the Department may notify the Respondent of the request and the Respondent may have up to ten (10) Business Days from the date of the notice to provide a Respondent-redacted copy, or else the Department may release the unredacted record to the requestor without liability. If a requestor asserts a right to the redacted Confidential Information, the Department will notify the Respondent such an assertion has been made. The notice will provide that if the Respondent seeks to protect the Respondent-redacted Confidential Information from release it must, within thirty (30) days after the date of the notice and at its own expense, file a cause of action seeking a declaratory judgment that the information in question is exempt from section 119.07(1), F.S., or other applicable law and an order prohibiting the Department from publicly disclosing the information. The Respondent shall provide written notice to the Department of any cause of action filed. If the Respondent fails to file a cause of action within thirty (30) days the Department may release the unredacted copy of the record to the requestor without liability.

If the Department becomes subject to a demand for discovery or disclosure of documents that are marked as "confidential" in a legal proceeding, (whether by oral questions, interrogatories, requests for information or documents, subpoena, or similar process), unless otherwise prohibited by law, the Department will give the Respondent notice of the demand or request prior to disclosing any Confidential Information to allow the Respondent to seek a protective order or other appropriate relief at the Respondent's sole discretion and expense. If the Respondent fails to take appropriate and timely action to protect the materials it has designated as Confidential Information or fails to provide a redacted copy that may be disclosed, the Department will provide the unredacted materials to the requester.

By submitting a bid, the Respondent agrees to protect, defend, and indemnify the Department for all claims, costs, fines, settlement fees, and attorneys' fees, at both the trial and appellate levels, arising from or relating to the Respondent's determination its records contain Confidential Information. In the event of a third-party claim brought against the Department for failure to release the Respondent's redacted Confidential Information, the Respondent shall assume, at its sole expense, the defense or settlement of such claim, including attorney's fees and costs at both the trial and appellate levels. If the Respondent fails to continuously undertake the defense or settlement of such claim or if the Respondent and the Department mutually agree that the Department is best suited to undertake the defense or settlement, the Department will have the right, but not the obligation, to undertake the defense or settlement of such claim, at its discretion. The Respondent shall be bound by any defense or settlement the Department may make as to such claim, and the Respondent agrees to reimburse the Department for the expense, including reasonable attorney's fees and costs at both the trial and appellate levels associated with any defense or settlement that the Department may undertake to defend Respondent's Confidential Information. The Department will also be entitled to join the Respondent in any third-party claim for the purpose of enforcing any right of indemnity under this section.

If at any point the Department is reasonably advised by its counsel that disclosure of the Confidential Information is required by law, including but not limited to Florida's public records laws, the Department may disclose such Confidential Information without liability hereunder

BID SUBMISSION INSTRUCTIONS

Interested Vendors shall submit their bid by the date and time provided in the **Calendar of Events**. Bids may be sent by U.S. mail, courier, overnight or hand delivered to the location indicated in the Timeline. **Electronic (email/fax) submission of bids will not be accepted for the ITB.**

Interested Vendors shall only submit one bid each as it relates to the mandatory response checklist, on page 37.

Interested Vendors shall submit their bid in a **SEALED ENVELOPE** addressed to:

Department of Business and Professional Regulation
Attn: Agency Services
2601 Blair Stone Road
Tallahassee, Florida 32399

The envelope shall be plainly marked on the outside with: BID NUMBER, DATE AND TIME OF THE BID OPENING.

The DEPARTMENT is not responsible for the opening of any envelopes that are not properly marked.

Please note: The Department's official business hours of operation are 8:00 AM–5:00 PM ET, exclusive of Saturdays, Sundays and state holidays. Selecting delivery services, such as next day first delivery, may result in attempted delivery prior to opening or closing, and the Department will not be available to accept those

deliveries. The DEPARTMENT does not accept electronic Bids. The DEPARTMENT is not responsible for late submissions due to complications related to selected delivery services technical difficulties. BIDS RECEIVED AFTER THE SPECIFIED DATE AND TIME WILL BE REJECTED.

PUBLIC OPENING AND ADA ACCOMODATION

The public opening of this bid will be conducted at the date, time and method specified on the **Calendar of Events**.

Any person with a qualified disability shall not be denied equal access and effective communication regarding any bid/proposal documents or the attendance at any related meeting or bid/proposal opening. If accommodations are needed because of a disability, please contact the Purchasing Section at Procurement@MyFloridaLicense.com at least three (3) business days prior to the opening.

BASIS OF AWARD/INSPECTION

The Department intends to award the contract to the responsive, responsible bidder who submits the lowest responsive Total Bid Price on Attachment A. If deemed necessary, an interview with the bidder by the Department may be required before the contract is executed.

The Department reserves the right to inspect the bidder's materials and background record prior to making an award of the Contract. If the Contract Manager determines the lowest priced bidder is not a responsible or responsive vendor, the Department reserves the right to reject the bidder and evaluate the next lowest bidder

DEPARTMENT'S RIGHT TO REJECT BIDS

The Department may reject any Bid not submitted in the manner specified by this solicitation. Bids that do not meet all requirements, specifications, terms, and conditions of the solicitation or fail to provide all required information, documents, or materials may be rejected as non-responsive.

Bidders whose Bids, contract performance, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of the Contract may be rejected as non-responsive. In making such determinations, the Department may also consult, but is not limited to, court filings and reports available from local, state, or federal agencies. Filing for bankruptcy or insolvency, conviction of any corporate officer of a crime involving fraud, dishonesty, unfair or deceptive trade practices, bid or price fixing or any other offense related to public procurement, or having a contract with any state or governmental entity terminated for breach or for failure to perform, within the past 10 years, may also be grounds for finding a Bidder non-responsive.

The Department reserves the right to determine which bids meet the requirements of this solicitation and which Bidders are responsive and responsible.

In this solicitation, the words "should" or "may" indicate desirable attributes or conditions but are permissive in nature. Where language indicates that the attribute or condition is mandatory, the Department still reserves the right to waive any minor irregularity if the Department determines that it is in the best interest of the State to do so.

A deviation from a requirement or condition is material if, in the Department's discretion, it provides a substantial advantage to one Bidder over another or has a potentially significant effect on the quality of the bid or on the cost to the State.

NOTICE OF AGENCY DECISION

The Department will post its Agency Decision, such as a Notice of Intent to Award or Decision to Reject All Bids, electronically on the Vendor Information Portal. The Agency Decision may be viewed at <https://vendor.myfloridamarketplace.com>, and will remain posted for a period of 72 hours. Failure to file a protest within the time prescribed in Section 120.57(3)(b), F.S., shall constitute a waiver of proceedings under Chapter 120, F.S.

The awarded bidder is instructed not to proceed with work until a Purchase Order, Formal Written Contract, Lease, Notice to Proceed, or some other form of written notice is given to the Contractor by the Department. A company or person who proceeds prior to receiving a Purchase Order, Formal Written Contract, Lease, Notice to Proceed, or some other form of written notice from the Department does so without a contract and at their own risk.

Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. [119.07](#)(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until thirty (30) days after opening the bids, proposals, or final replies, whichever is earlier.

SCOPE CHANGES AFTER CONTRACT EXECUTION

The Department shall provide written notice to the successful bidder thirty (30) days in advance of any Department required changes to the technical specifications and/or scope of service that affect the successful bidder's ability to provide the service as specified herein. Any changes that are other than purely administrative changes will require a change order.

DBPR CONTRACT MANAGER

The DBPR Contract Manager shall perform the following on behalf of DBPR:

- Review, verify, and approve receipt of services/deliverables from the Contractor;
- Submit requests for change orders/amendments/renewals, if applicable;
- Review, verify, and approve invoices from the Contractor; and, if applicable, complete the Certificate of Contract Completion form; and
- Maintain an official record of all correspondence between the Department and the Contractor and forward the original correspondence to the [Procurement Officer](#) for the official file.

DELIVERABLES

The following services or service tasks are identified as deliverables for the purposes of the subsequent Contract:

- a. Performance of all services set forth in the Scope of Work.
- b. Submission of all invoicing, supporting documentation, Corrective Action Plans and reports.

FINANCIAL CONSEQUENCES

If the Contractor fails to complete the work or the conditions of the Purchase Order and/or Change Orders by the completion date, the Department shall have the right to assess financial consequences from any amount due and payable to the Contractor. Financial consequences shall be assessed in the amount of **\$200.00** per calendar day of delay. Exceptions to this provision may be made if a delay is attributable to circumstances that are clearly

beyond the control of the Contractor. The burden of proof of unavoidable delay shall rest with the Contractor and shall be supplied in a written form and submitted to the Contract Manager.

GUARANTEE

If products or services do not comply with the specifications contained herein, the Contractor shall replace the products or services, or the purchase price shall be refunded. The refund or the delivery of the replacement products or services shall be made within thirty (30) days following the Contract Manager's notification to the Contractor that the original products or services were non-compliant. Costs of returning the original products or services will be the sole responsibility of the Contractor.

AUTHORIZED COMPENSATION

It is understood and agreed that all compensation under this ITB is specifically limited to the Contractor's bid price accepted by the Department, and to the specific procedure for payment established in this ITB and the Purchase Order executed pursuant to it. The Department is not liable for any costs, fees, expenses or any other compensation whatsoever incurred or charged by the Contractor, other than the bid price paid for the work specifically described in the Scope of Work, which work is actually accomplished and invoiced by the Contractor subsequent to the Department's notice to proceed (or other notice to begin work). The Department is not liable for any costs incurred or charged by the Contractor in anticipation of responding to, or performing work described in, this ITB including, but not limited to, equipment or personnel procured by the Contractor in anticipation of such work, or costs associated with travel. The Department is not responsible to the Contractor for any loss or damages resulting from circumstances unforeseen at the time of publication of this ITB including, but not limited to, those resulting from a "force majeure".

ADDITIONAL LEGAL REQUIREMENT

All corporations seeking to do business with the State shall, at the time of submitting a bid, be on file with the Department of State in accordance with provisions of Chapter 607, F.S.; similarly, partnerships seeking to do business with the State shall, at the time of submitting such bid, have complied with the applicable provisions of Chapter 620, F.S. For further information on required filing and forms, please go to the following sites: <http://sunbiz.org> or <http://dos.myflorida.com>.

USE OF CONTRACT BY OTHER STATE AGENCIES AND ELIGIBLE USERS

As provided in Chapter 60A-1.045, Florida Administrative Code (F.A.C.), and Section 287.042(16), F.S., other State of Florida agencies may purchase from the resulting contract of this ITB, provided that the Department of Management Services has determined the contract's use is cost effective and in the best interest of the State, and with the Contractor's consent.

Other State of Florida governmental entities and eligible users may also request of the Contractor to be able to use this contract. If the Contractor agrees to other entities to utilize this ITB contract, such agencies shall coordinate their use of this contract with the Department of Business and Professional Regulation in order to reduce scheduling conflicts.

CONDITIONS AND SPECIFICATIONS

The bidder is required to examine carefully the conditions and specifications of this bid and to be thoroughly informed regarding any and all requirements of the conditions and specifications.

SCOPE OF WORK

ITB-DBPR-06-24/25

SECURITY SURVEILLANCE SYSTEM PROVISION AND INSTALLATION SPECIFICATIONS

Project Specifications

The Contractor shall deliver, and install a Security Surveillance System in accordance with the Contract at the Department's headquarters, located at 2601 Blair Stone Road, Tallahassee, FL 32399, otherwise referred to as the Blair Stone Capital Commerce Building. The Department occupies approximately 209,000 square feet at the Blair Stone Capital Commerce Building.

The Department is currently utilizing a DSX Access Control System (model # DSX-1040PDP) and has 14 one-way cameras (model# IPC3614SR3-DPF28M), 99 access readers and 12 control panels throughout the Blair Stone Capital Commerce Building. As provided below, the Contractor shall preserve this equipment and integrate it into the Contractor's solution to create one unified Security Surveillance System.

The Contractor shall supply and install the Security Surveillance System, the control panels, a power supply panel, the cameras, the access readers, and exit sensors. The system and equipment must be sufficient to observe employee and customer activity, eliminate most "blind spots", in order maintain the safety of the Department's space within the Blair Stone Capital Commerce Building.

In addition to the foregoing, the Contractor shall provide the following for the Security Surveillance System:

1. The Contractor shall supply and install 12 one-way direction cameras and one 360-degree dome camera inside of the Blair Stone Capital Commerce Building.
2. All cameras supplied and installed by the Contractor shall be at least 1080P resolution IP power over ethernet (POE) cameras, vandal resistant.
3. The Contractor shall supply and install a Network Video Recorder (NVR) with adequate storage for a minimum of 30-day retention and a back-up battery power source from 1 to 3 hours.
4. The Contractor shall provide all necessary software and licenses for the Security Surveillance System.
5. The camera software provided by the Contractor for the Security Surveillance System must detect specific objects, faces and face descriptions.
6. The Security Surveillance System shall include a Mobile Application with a minimum of 5 users.
7. The Security Surveillance System must be an open platform to allow interface with potential future expansion for access control, perimeter monitoring, etc. and shall interact with the Department's existing equipment.
8. The Contractor will be responsible for professionally removing all existing security housings/panels for the installation or replacement of all equipment and components associated with the Security Surveillance System.
9. All cameras and equipment provided by the Contractor for the Security Surveillance System shall be [NDAA-compliant](#).
10. The Contractor must preserve the current cameras and access readers at the Blair Stone Capital Commerce Building and integrate the current cameras and access readers into the Security Surveillance System, to create one unified Security Surveillance System.
11. The Contractor must maintain a local facility with a technician within 50 miles of the Blair Stone Capital Commerce Building. The facility must be in existence before contract execution.

Contractor's Additional Duties & Responsibilities

1. The Contractor shall provide and install complete system programming, setup, configuration, testing and final system connections for the Security Surveillance System
2. The Contractor shall obtain all necessary permits, equipment, licenses, materials, parts, supplies, labor, manufacturer's warranties when providing the Security Surveillance System. In addition, the Contractor shall warrant all parts and labor. Contractor shall utilize a licensed electrician or provide a licensed technician when required by law.
3. The Contractor shall provide and install any necessary cabling (Cat 6), connectors, hardware, conduit and junction boxes for all wiring and cabling and ensure that all connections are made in order to create a complete assembly within manufacturer's design and operating parameters.
4. The Contractor is responsible for arranging and coordination of off-loading of materials at the site.
5. The Contractor shall provide full-time, onsite project management/supervision throughout completion of the project.
6. The Contractor shall take all necessary measures to ensure the safety of all persons on site. Efforts will be made to reduce people located in the area; however, work will likely take place in a fully occupied building and work area. The vendor shall take all necessary precautions and implement necessary measures to ensure the safety of all persons on site.
7. The Contractor shall make all necessary accommodations to minimize disturbances to the daily operations taking place within the Blair Stone Capital Commerce Building. The Contractor shall not cause disruptions to the operations taking place outside the project work area. The Contractor shall notify the Contract Manager should any disruptions need to take place as part of the work.
8. The Contractor shall inspect and test all installations to verify manufacturers' specifications have been met to create a complete functional assembly for the Security Surveillance System.
9. The Contractor shall inspect completed work for compliance with applicable codes, technical specifications, as well as industry standards of quality and craftsmanship before requesting inspections or submitting for payment.
10. The Contractor shall be responsible for any property damage resulting from the work. The Contractor shall be responsible for repairing and finishing any damage to the facility made by the Contractor and/or their sub-contractors during installation.

General Requirements

1. All materials supplied by the Contractor shall be new and without flaws.
2. The Contractor is required to be registered and licensed with the State of Florida for the work being performed and shall have been actively engaged in this type of work for a minimum of five years.
3. A meeting will be scheduled with the Contract Manager after the project is awarded.
4. Location of the cameras and associated hardware/components are to be designated by Department.
5. Contractor shall complete all work in accordance with all state and local laws, regulations, and codes. All installations, modifications, or reinstallations must comply with the Florida Building Code.
6. At project completion, ownership of the Security Surveillance System shall belong to the Department.
7. Training on the program system is to be provided to identified key employees of the Department Facility.
8. Contractor shall provide a copy (or electronic copy) of the Owner's Manuals for each device, to be provided at completion of project.

Delivery and Installation

The Contractor must provide all the parts, labor, and equipment to remove existing (if applicable) and install the Security Surveillance System in the Blair Stone Capital Commerce. The awarded Contractor shall ensure the services are completed by June 30, 2025. If Contractor identifies the need for an extension to complete services, a request for an extension must be communicated to Contract Manager as soon as possibly but with at least 30 days' notice prior to end date. A decision to extend the completion date must be mutually agreed upon by the Department and the awarded Bidder and documented on the relevant PO. Typical on-site work hours are between 7:00 a.m. and 5:00 p.m. EST, local time, Monday through Friday, excluding State holidays. The awarded Contractor must provide all the parts, labor, and equipment needed to complete the installation.

CONTRACTOR'S INSURANCE REQUIREMENTS

1. Specific Requirements

INSURANCE	COVERAGES/LIMITS	OTHER REQUIREMENTS
Workers' Compensation	Statutory Limits (if state has no statutory limit, \$500,000)	No "alternative" forms of coverage will be permitted.
Employer's Liability	<p>\$1,000,000 each accident for bodily injury by accident</p> <p>\$1,000,000 each employee for bodily injury by disease</p> <p>\$1,000,000 policy limit for bodily injury by disease</p>	
Commercial General Liability (Occurrence Basis)	<p>\$1,000,000 per occurrence</p> <p>\$2,000,000 general aggregate</p> <p>\$2,000,000 product-completed operations aggregate limit</p> <p>\$1,000,000 personal and advertising injury limit</p> <p>\$5,000 medical expense limit</p>	<p>Current edition of ISO form CG 00 01, or equivalent.</p> <p>"Insured contract" definition will not be modified to exclude coverage for the sole or contributory negligence of Owner-related Persons.</p>
Business Auto Liability (Occurrence Basis)	\$1,000,000 combined single limit	<p>Current edition of ISO form CA 00 01, or equivalent</p> <p>Includes liability Arising From operation of owned, hired and non-owned vehicles.</p>
Umbrella Liability Insurance (Occurrence Basis)	\$1,000,000	<p>Written on an umbrella basis in excess over and no less broad than the liability coverages referenced above.</p> <p>Affirmatively state that it is following form of underlying coverages, without gaps.</p> <p>Same inception and expiration dates as commercial general liability insurance, or contain a non-concurrency endorsement.</p> <p>Provide that coverage will "drop down" for exhausted aggregate limits under the liability coverages referenced above.</p>
Professional Liability	\$2,000,000	<p>Required if scope of Services includes any design, design- assist or other professional services (e.g., engineering) that will not be reviewed by a licensed professional separately retained by Owner.</p> <p>Having an extended reporting period (i.e., tail coverage) of 5 years beyond completion of the Work.</p>

Causes of Loss-Special Form (formerly known as "All Risk") Property Insurance	100% replacement cost of all of Contractor's equipment and other property	
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Additionally Insured

Additional Insured's to list on the Certificate of Insurance:

- NGP VII Tallahassee FL LLC
- NGP VII Management LLC
- NGP VII Fund LLC
- NAI TALCOR

The Certificate Holder to be addressed as follows:

- NGP VII Tallahassee FL LLC
- c/o NAI TALCOR
- 1018 Thomasville Road, Ste 200A
- Tallahassee, Florida 32303



ATTACHMENT A
PRICE SHEET
ITB-DBPR-06-24/25

CONTRACTOR SHALL NOT ALTER THE PRICE SHEET IN ANY WAY.

Price quoted shall not contain any Federal or State sales or use taxes. The bidder recognizes that the State of Florida, by virtue of its sovereignty, is not required to pay taxes on services, goods and/or equipment purchased incident to such service. Quoted price shall include all necessary items to complete the project.

ALL ITEMS SHALL BE BID OR THE BID WILL BE REJECTED. THE BID WILL BE AWARDED TO THE RESPONSIVE, RESPONSIBLE BIDDER THAT SUBMITS THE LOWEST TOTAL PRICE.

TOTAL BID PRICE (as specified herein):	\$ _____
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In addition to Attachment A, Bidder SHALL provide a detailed budget (item description, quantity and unit prices) under which it plans to operate this contract for all services specified herein.

Local Office* Address: _____

Refer to Project Specifications #11.

OPTIONAL PRICING (intended for future proposals on an as needed basis):

DESCRIPTION	UNIT/ QTY	MODEL NUMBER	PRICE
One Way Directional Camera	1	_____	\$ _____
Dome Camera	1	_____	\$ _____
Access Reader	1	_____	\$ _____
Licensed Technician Labor Rate	Per Hour	N/A	\$ _____

BY SIGNING BELOW, I ATTEST THAT I HAVE READ THE ENTIRE BID AND AGREE TO FURNISH EACH ITEM AT THE PRICE QUOTED ABOVE. I HEREBY AFFIRM I HAVE NOT BEEN IN ANY AGREEMENT OR COLLUSION AMONG BIDDERS IN RESTRAINT OF FREEDOM OF COMPETITION.

Print Name: _____

Title: _____

Signed: _____



ATTACHMENT B
REFERENCES
ITB-DBPR-06-24/25

A minimum of three (3) references from persons or firms for whom the bidder has performed similar jobs as per the specifications in this bid must be supplied with the bid. The firms and/or contact persons should be available between the hours of 8:00 AM and 5:00 PM, Eastern Time, Monday through Friday. If any reference is not available as stated above, this may be cause for rejection of the Bidder's bid. Provide a description (scope of work) of each job.

Reference #1

NAME OF COMPANY: _____

CONTACT PERSON: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

TELEPHONE NUMBER: _____ EMAIL ADDRESS: _____

JOB DATE: _____

DESCRIPTION (SCOPE OF WORK): _____

Reference #2

NAME OF COMPANY: _____

CONTACT PERSON: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

TELEPHONE NUMBER: _____ EMAIL ADDRESS: _____

JOB DATE: _____

DESCRIPTION (SCOPE OF WORK): _____



Reference #3

NAME OF COMPANY: _____

CONTACT PERSON: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

TELEPHONE NUMBER: _____ EMAIL ADDRESS: _____

JOB DATE: _____

DESCRIPTION (SCOPE OF WORK): _____

ATTACHMENT C
PURCHASE ORDER TERMS AND CONDITIONS

Section 1. Purchase Order.

A. Composition and Priority.

The Contractor agrees to provide commodities or contractual services to the Agency within the manner and at the location specified in the Purchase Order, and any attachments to the Purchase Order. These Purchase Order Terms and Conditions, whether generic or specific, shall take precedence over any inconsistent or conflicting provision in the State of Florida, General Contract Conditions, PUR 1000. Additionally, the terms of the Purchase Order supersede the terms of any and all prior agreements with respect to this purchase.

B. Initial Term.

Unless otherwise specified, the Purchase Order begins on the date of issuance. Contractual services or commodities to be provided by the Contractor shall be completed by the date specified on the Purchase Order end date.

Section 2. Performance.

A. Performance Standards.

The Contractor agrees to perform all tasks and provide deliverables as set forth in the Statement of Work and attachments to the Purchase Order. The Agency shall be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof. Coordination shall be maintained by the Contractor with representatives of the Agency, or of other agencies involved in the project on behalf of the Agency.

B. Performance Deficiency.

If the Agency determines that the performance of the Contractor is unsatisfactory, the Agency may notify the Contractor of the deficiency to be corrected, which correction shall be made within a time-frame specified by the Agency. The Contractor shall provide the Agency with a corrective action plan describing how the Contractor will address all issues of contract non-performance, unacceptable performance, and failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Agency, the Contractor will be assessed a non-performance retainage equivalent to 10% of the total invoice amount or as specified in the contractual documents. The retainage will be applied to the invoice for the then-current billing period. The retainage will be withheld until the Contractor resolves the deficiency. If the deficiency is subsequently resolved, the Contractor may invoice the Agency for the retained amount during the next billing period. If the Contractor is unable to resolve the deficiency, the funds retained will be forfeited.

Section 3. Payment and Fees.

A. Payment Invoicing.

The Contractor will be paid upon submission of properly certified invoice(s) to the Agency after delivery and acceptance of commodities or contractual services is confirmed in writing by the Agency. Invoices shall contain detail sufficient for audit thereof and shall contain the Purchase Order and the Contractor's Federal Employer Identification Number or Social Security Number.

B. Payment Timeframe.

Section 215.422, Florida Statutes (F.S.), provides that agencies have five (5) working days to inspect and approve commodities or contractual services. Items may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at the Contractor's expense. Interest penalties for late payment are also provided for in section 215.422, F.S. A Vendor Ombudsman, whose duties include acting as an advocate for Vendors who may be experiencing problems obtaining timely payment(s) from an Agency, may be contacted at 850-413-5516, or Vendors may call the State Comptroller's Hotline at 1-800-848-3792.

C. MyFloridaMarketPlace Fees.

The following language is included pursuant to rule 60A-1.031, Florida Administrative Code: The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), Florida Statutes. Payments issued by Agencies or Eligible Users to Vendors for purchases of commodities or contractual services are subject to Transaction Fees, as prescribed by rule 60A-1.031, Florida Administrative Code, or as may otherwise be established by law. Vendors shall submit monthly reports required by the rule. All reports shall be subject to audit. Failure to pay Transaction Fees or submit reports shall constitute grounds for default and exclusion from business with the State of Florida.

D. Payment Audit.

Records of costs incurred under terms of the Purchase Order shall be maintained and made available to the Agency upon request at all times during the period of the Purchase Order, and for a period of three years thereafter. Records of costs incurred shall include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Agency for audit.

E. Annual Appropriation and Travel.

Pursuant to section 287.0582, F.S., if the Purchase Order binds the State or an executive agency for the purchase of services or tangible personal property for a period in excess of one (1) fiscal year, the State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. Travel expenses are not reimbursable unless specifically authorized in writing, and shall be reimbursed only in accordance with section 112.061, F.S.

Section 4. Liability.

A. Indemnity.

To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the State of Florida, its officers, employees and agents harmless from all fines, claims, assessments, suits, judgments, or damages, consequential or otherwise, including court costs and attorney's fees, arising out of any acts, actions, breaches, neglect or omissions of the Contractor, its employees, agents, subcontractors, assignees or delegates related to the Purchase Order, as well as for any determination arising out of or related to the Purchase Order, that the Contractor or Contractor's employees, agents, subcontractors, assignees or delegates are not independent contractors in relation to the Agency. The Purchase Order does not constitute a waiver of sovereign immunity or consent by the Agency or the State of Florida or its subdivisions to suit by third parties.

B. Payment for Claims.

The Contractor guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Contractor or any employee, agent, subcontractor, assignee or delegate in connection with the Purchase Order.

C. Liability Insurance.

The Contractor shall maintain insurance sufficient to adequately protect the Agency from any and all liability and property damage/hazards which may result from the performance of the Purchase Order. All insurance

shall be with insurers qualified and duly licensed to transact business in the State of Florida. If required by the Agency and prior to commencing any work the Contractor shall provide Certification(s) of Insurance evidencing that all appropriate coverage is in full force and showing the Agency to be an additional insured.

D. Workers' Compensation.

The Contractor shall maintain Workers' Compensation insurance as required under the Florida Workers' Compensation Law.

E. Performance Bond.

Unless otherwise prohibited by law, the Agency may require the Contractor to furnish, without additional cost to the Agency, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Agency shall determine the type and amount of security.

Section 5. Compliance with Laws.

A. Conduct of Business.

The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor shall comply with Section 247A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status.

Pursuant to subsection 287.058(1), F.S., the provisions of subparagraphs 287.058(1)(a)- (c), and (g), F.S., are hereby incorporated by reference, to the extent applicable.

B. Lobbying.

In accordance with sections 11.062 and 216.347, F.S., the Purchase Order funds are not for the purpose of lobbying the Legislature, the judicial branch, or an Agency. Pursuant to subsection 287.058(6), F.S., the Purchase Order does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Purchase Order, after the Purchase Order's execution and during the Purchase Order's term.

C. Gratuities.

The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State officer or employee.

D. Cooperation with Inspector General.

Pursuant to subsection 20.055(5), F.S., Contractor, and any subcontractor to the Contractor, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Purchase Order. The Contractor shall retain such records for three (3) years after the expiration of the Purchase Order, or the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>), whichever is longer. The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees.

E. Public Records.

To the extent required by the Florida Public Records Act, Chapter 119, F.S., the Contractor shall maintain and allow access to public records made or received in conjunction with the Purchase Order. The Purchase Order may be terminated for cause by the Agency for the Contractor's refusal to allow access to public records.

F. Communications and Confidentiality.

The Contractor agrees that it shall make no statements, press releases, or publicity releases concerning the Purchase Order or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Purchase Order, or any particulars thereof, during the period of the Purchase Order, without first notifying the Agency's Contract Manager or the Agency's designated contact person and securing prior written consent. The Contractor shall maintain confidentiality of all confidential data, files, and records related to the services and/or commodities provided pursuant to the Purchase Order and shall comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures shall be consistent with the most recent version of the Agency's security policies, protocols, and procedures. The Contractor shall also comply with any applicable professional standards with respect to confidentiality of information.

G. Intellectual Property.

Unless specifically addressed in the Purchase Order, intellectual property rights to all property created or otherwise developed by the Contractor for the Agency will be owned by the State of Florida through the Agency at the completion of the Purchase Order.

Proceeds to any Agency derived from the sale, licensing, marketing or other authorization related to any such Agency-controlled intellectual property right shall be handled in the manner specified by applicable state statute.

H. Convicted and Discriminatory Vendor Lists.

In accordance with sections 287.133 and 287.134, F.S., an entity or affiliate who is on the Convicted Vendor List or the Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Purchase Order with any Agency.

Section 6. Termination.

A. Termination for Convenience.

The Purchase Order may be terminated by the Agency in whole or in part at any time in the best interest of the Agency. If the Purchase Order is terminated before performance is completed, the Contractor shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Purchase Order price as the amount of work satisfactorily performed. All work in progress shall become the property of the Agency and shall be turned over promptly by the Contractor.

B. Termination for Cause.

If the Agency determines that the performance of the Contractor is not satisfactory, the Agency shall have the option of (a) immediately terminating the Purchase Order, or (b) notifying the Contractor of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Purchase Order will be terminated at the end of such time, or (c) take other action deemed appropriate by the Agency.

Section 7. Subcontractors and Assignments.

A. Subcontractors.

The Contractor shall not subcontract any work under the Purchase Order without the prior written consent of the Agency. The Contractor is fully responsible for satisfactory completion of all subcontracted work.

B. Assignment.

The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Purchase Order without the prior written consent of the Agency. In the event of any assignment, the Contractor remains secondarily liable for performance of the Purchase Order, unless the Agency expressly waives such secondary liability. The Agency may assign the Purchase Order with prior written notice to the Contractor.

Section 8. RESPECT and PRIDE.

A. RESPECT.

In accordance with subsection 413.036(3), F.S., if a product or service required for the performance of the Purchase Order is on the procurement list established pursuant to subsection 413.035(2), F.S., the following statement applies:

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.

Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

B. PRIDE.

In accordance with subsection 946.515(6), F.S., if a product or service required for the performance of the Purchase Order is certified by or is available from Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) and has been approved in accordance with subsection 946.515(2), F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; 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 THIS AGENCY INSOFAR AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the products it offers is available at <http://www.pride-enterprises.org>.

Section 9. Miscellaneous.

A. Independent Contractor.

The Contractor and its employees, agents, representatives, and subcontractors are not employees or agents of the Agency and are not entitled to the benefits of State of Florida employees. The Agency shall not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all of its subcontracts under the Purchase Order.

B. Governing Law and Venue.

The laws of the State of Florida shall govern the Purchase Order. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Purchase Order. Further, the Contractor hereby waives any and all privileges and rights relating to venue it may have under Chapter 47, F.S., and any and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those based on convenience. The Contractor hereby submits to venue in the county chosen by the Agency.

C. Waiver.

The delay or failure by the Agency to exercise or enforce any of its rights under the Purchase Order shall not constitute waiver of such rights.

D. Modification and Severability.

The Purchase Order may only be modified by a change order agreed to by the Agency and the Contractor. Should a court determine any provision of the Purchase Order is invalid, the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Purchase Order did not contain the provision held to be invalid.

E. Time is of the Essence.

Time is of the essence with regard to each and every obligation of the Contractor. Each such obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

F. Background Check.

The Agency may require the Contractor and its employees, agents, representatives and subcontractors to provide fingerprints and be subject to such background check as directed by the Agency. The cost of the background check(s) shall be borne by the Contractor. The Agency may require the Contractor to exclude the Contractor's employees, agents, representatives or subcontractors based on the background check results.

G. E-Verify.

The Contractor and its subcontractors shall register with and use the U.S. Department of Homeland Security's (DHS) E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor in accordance with section 448.095, F.S. The Contractor shall obtain an affidavit from its subcontractors in accordance with paragraph (5)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract.

H. Commodities Logistics.

The following provisions shall apply to all Purchase Orders unless otherwise indicated in the contract documents:

- 1) All purchases are F.O.B. destination, transportation charges prepaid.
- 2) Each shipment must be shipped to the address indicated on the face of the Purchase Order and marked to the attention of the individual identified, if any. Each shipment must be labeled plainly with the Purchase Order number and must show the gross, tare, and net weight. A complete packing list must accompany each shipment. This paragraph shall also apply to any third party who ships items on behalf of the Contractor.
- 3) No extra charges shall be applied for boxing, crating, packing, or insurance.
- 4) The following delivery schedule shall apply: 8:00 AM – 4:00 PM, Monday through Friday, excluding legal holidays.
- 5) If delivery to the specified destination cannot be made on or before the specified date, notify the Agency immediately using the contact information provided in the MyFloridaMarketPlace system.

- 6) The Agency assumes no liability for merchandise shipped to other than the specified destination.
- 7) Items received in excess of quantities specified may, at Agency's option, be returned at the Contractor's expense. Substitutions are not permitted.

ATTACHMENT D
DEPARTMENT INFORMATION TECHNOLOGY RESOURCES
AND DATA ACCESS SECURITY

The Contractor shall comply with Rule 60GG-2, Florida Administrative Code (F.A.C.), and comply with the following data security requirements in the event the Contractor has access to any Department data systems or software:

1. Data Security Officer: The Contractor shall designate an appropriately skilled individual to function as its Data Security Officer. The Data Security Officer shall act as the liaison to the Department's Division of Technology and shall maintain an appropriate level of data security for the information the Contractor is collecting or using in the performance of this contract. An appropriate level of security includes submitting required access request documents for Department approval, and tracking all contractor employees that have access to any Departmental data system or information. The Data Security Officer shall ensure that user access to the data system or information is timely removed for all separated Contractor employees. The Contractor agrees to notify the Department's assigned contract manager in writing within twenty-four (24) hours of employee resignations or layoffs, and immediately for involuntary terminations for staff that have access to the Department's information systems. As applicable, the Contractor shall execute a network connection agreement that shall ensure compliance with Department security policies prior to connection to the Department's internal network as required by Rule 60GG-2, F.A.C.
2. Security Policies and Attestation: All Contractor employees who have access to Departmental information technology systems and/or Department data shall be required to read and comply with all appropriate Department information technology security policies and shall sign and submit to the Department's assigned contract manager an attestation that they have read, understood and agree to comply with each policy. Upon execution of this contract, the Department's assigned contract manager shall provide a copy of all appropriate Department information technology security policies to the Contractor.
3. Technology Access: The Department reserves the right, at its sole discretion, to grant permissions for access to Department network, systems, and data. Any staff employed by an entity under contract to the Department must be granted specific permission by the Department for access to the Department's network, systems, and data. The Department reserves the right to unilaterally suspend access for security reasons. Contractor employees shall be granted access to Department information technology resources based on the principles of "least privilege" and "need to know." The Department's assigned contract manager, in conjunction with the Department's Division of Technology, shall conduct quarterly access reviews of the Contractor's employees to ensure that access for separated employees was timely reported and removed.
4. Employee Background Screening: Background screening is required for all Contractor employees hired as Information Technology workers with access to information processing facilities, or who have system, database, developer, network, or other administrative capabilities for systems, applications, or servers with risk categorization of moderate or high. The Contractor agrees to conduct Level 2 background screening for such employees as described in s. 435.05, F.S., and Rule 60GG-2, F.A.C., at the Contractor's expense. For other Contractor employees who request access to Department data or information technology systems but do not fall into the above category, the Contractor agrees to conduct a Level 1 background screening as described in s. 110.1127 and s. 435.05, F.S., at the Contractor's expense. For each Contractor employee, the Contractor shall sign and submit to the Department's assigned contract manager an attestation, provided by the Department, that verifies the appropriate Level 1 or Level 2 background screening was completed and reviewed by the Contractor; that the screening has not revealed disqualifying information pursuant to ss. 435.03 (2) and (3), F.S. (for Level 1) or ss. 435.04 (2) and (3), F.S. (for Level 2), or computer-related crimes pursuant to Chapter 815, F.S.; and that the Contractor assumes responsibility for the employee's use of the Department's data and information resources.
5. Employee Security Training: The Contractor shall provide information security awareness training to employees with access to Department information technology resources and data in accordance with Rule 60GG-2, F.A.C. Initial training shall be provided within 30 days of contract execution or employment start date, and annually thereafter. Employees with access to records that are exempt or confidential and exempt from public records disclosure requirements shall be given specialized training regarding access and use of

this information. All information security awareness training materials used by the Contractor shall be submitted to the Department's assigned contract manager upon request. The Contractor shall maintain records of individuals who have completed initial and annual security awareness training and shall make these records available to the Department upon request.

6. Data Protection: Vendors, contractors, and providers employed by the Department or acting on behalf of the Department shall comply with the Department's information technology security policies, and employ adequate security measures to protect agency information, applications, data, resources, and services. These measures include protecting technology resources through physical controls such as building security and strategic placement of computer monitors. If Department data will reside on the Contractor's system, the Department may conduct, or request the Contractor conduct at the Contractor's expense, an annual network penetration test or security audit of the Contractor's system on which Department data resides. No Department data or information shall be stored in, processed in, or shipped to offshore locations or out of the United States of America, regardless of method, except as required by law or expressly agreed to by the Department.
7. Data Encryption: The Contractor shall make every effort to protect and avoid unauthorized release of any sensitive, exempt or confidential information by ensuring both data and storage devices are encrypted. If encryption of these devices is not possible, then the Contractor shall assure that unencrypted personal and confidential Departmental data will not be stored on unencrypted storage devices. Remote data access shall be provided via a trusted method such as SSL, TLS, SSH, VPN, IPsec or a comparable protocol approved by the Department.
8. Sensitive, Exempt and Confidential Information: Vendors, contractors, and providers employed by the Department or acting on behalf of the Department shall protect sensitive, exempt and confidential information from unauthorized access and use as required by the Department's information technology security policies. Such information includes, but is not limited to, personal information as described in ss. 501.171(g), F.S. Access to sensitive, exempt and confidential data shall be granted to the Contractor and subcontractors by the Department on a need to know basis. Except as required by law or legal process and after notice to the Department, the Contractor shall not divulge to third parties any sensitive, exempt or confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing contractual services.
9. Investigation of Breaches: The Department shall have the right to investigate any error attributable to the Contractor relating to access or dissemination of exempt or confidential and exempt records, as well as any instance of lost or missing data. The Department may take appropriate legal action as a result of such investigation.
10. Security Breach Notification: The Contractor agrees to notify the Department's assigned contract manager as soon as possible, but no later than 3 business days following the determination of any breach or potential breach of personal information and/or confidential Departmental data. The Contractor shall provide notice to affected parties of a security breach in accordance with s. 501.171, F.S.
11. Equipment Sanitization: The Contractor shall enforce a procedure for sanitizing surplus or transferred equipment to protect any sensitive or confidential Department data that may reside on that equipment. At a minimum, the Contractor shall ensure that sanitization is completed according to acceptable methods described in Rule 60GG-2, F.A.C., and provide documentation to the Department's Division of Technology, evidencing completion of the equipment sanitization.
12. Contract Termination: Upon contract termination or expiration, the Contractor will:
 - a. Copies: Submit to the Department's assigned contract manager copies of all finished or unfinished documents, data studies, correspondence, reports and other products prepared by or for the Contractor under this contract; submit copies of all Department data to the Department in a format to be designated by the Department in accordance with s. 119.0701, F.S.; shred or erase parts of any retained duplicates containing personal information (as defined by s. 501.171, F.S.); all copies containing personal information must be made unreadable;
 - b. Originals: Retain its original records such as data required by this contract and maintain (in confidence to the extent required by law) the Contractor's original records in un-redacted form, until the records retention schedule expires according to State of Florida General Records Schedule GS1-SL, and to reasonably protect such documents and data during any pending legal hold, investigation or audit;
 - c. Both copies and originals: Upon expiration of all retention schedules and legal holds, audits or investigations, with notice to the Department, destroy all Department data from the Contractor's systems,

including but not limited to, electronic data and documents containing personal information or other data that is confidential and exempt under Florida public records law.

13. Subcontractors: The Contractor shall require that any entities subcontracting with the Contractor who are granted access to Department data or information technology systems comply with the data security requirements stated above.



ATTACHMENT E

ITB-DBPR-06-24/25

LIST OF SUBCONTRACTORS

INCLUDE WITH BID SUBMISSION

The bidder shall provide the information listed below for each subcontractor who will be utilized to perform the services as described in the Scope of Work. Failure to supply sufficient information for verification of the subcontractor(s) may deem the bid as non-responsive. Indicate “N/A” if not applicable.

SUBCONTRACT TYPE	BUSINESS NAME, ADDRESS AND PHONE NUMBER OF SUBCONTRACTOR	FL DIVISION OF CORPORATIONS REGISTRATION	FEIN

Signature: _____ Date: _____

Print Name: _____



ATTACHMENT F

ITB-DBPR-06-24/25

IDENTICAL TIE BIDS / DRUG-FREE WORKPLACE

In accordance with Section 287.087, Florida Statutes, preference shall be given to businesses with drug-free workplace programs. Whenever two (2) or more bids, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection one (1).
- 4) In the statement specified in subsection one (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty of nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

VENDOR NAME

AUTHORIZED SIGNATURE



ATTACHMENT G

ITB-DBPR-06-24/25

EXECUTIVE ORDER 20-44 ATTESTATION FORM

This form must be returned annually to DBPR by April 1 to satisfy the requirements under the Governor's Executive Order Number 20-44, published February 20, 2020. Your attestation is needed for the following information:

This form must be returned annually to DBPR by April 1 to satisfy the requirements under the Governor's Executive Order Number 20-44, published February 20, 2020. Your attestation is needed for the following information:

Legal Name of Organization: _____

IRS Issued Tax ID/DUNS Number: _____

Type of Organization: ☐ Non-Profit ☐ For-Profit ☐ Educational Institution ☐ Local Municipality ☐ Other

Service Location for Organization: _____ (city), _____ (county)

- 1) **Does the organization currently receive 50% or more of its budget annually from the State of Florida or from a combination of State and Federal funds?** ☐ Yes ☐ No
- 2) All compensation must be reported and shall indicate what percent of compensation comes directly from the State or Federal allocations to the Contractor. **IF THE ANSWER TO #1 IS YES**, please submit the following information to the Contract Manager:
 - a) A copy of the IRS Form 990.
 - b) Documentation showing total compensation—to include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout—for all members of the Contractor's executive leadership team for the past tax year.
 - c) Total compensation amount: \$ _____
 - d) Total number of members: _____
- 3) The Contractor shall provide this information on an annual basis to the Contract Manager, along with the requirement to inform the Contract Manager of any changes in total executive compensation between the annual reports.

Attestation Statement: As an "Authorized Representative" of the Respondent, I duly attest to the best of my knowledge that all information provided in this questionnaire is accurate and true as presented. I also understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may be subject to civil penalties, attorney's fees, and/or costs.

Contractor/Authorized Representative Signature _____

Title _____

Printed Name _____



ATTACHMENT H

ITB-DBPR-06-24/25

PUR2024

Provision of Commodities Produced by Forced Labor

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

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

Entity Name:

Senior Management's Printed Name:

Senior Management member's Title:

Signature:

Date:

ATTACHMENT I
ITB-DBPR-06-24/25

Vendor Certification Form

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

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

		an agency, as defined in section 287.012, F.S., if it is placed on the Suspended Vendor List of the Department of Management Services.
Determined by Vendor	Choose an item.	If the contract grants the vendor access to an individual's personal identifying information, the vendor is not prohibited from entering into the contract pursuant to section 287.138, F.S., and has completed the Form PUR 1355, "Foreign Country of Concern Attestation Form," available at http://www.flrules.org/Gateway/reference.asp?No=Ref-15843 , and attached it hereto.
N/A	N/A	If the vendor is a common carrier, as defined in section 908.111, F.S., or a contracted carrier, it is not prohibited from entering into the contract pursuant to section 908.111, F.S., and has completed the Form PUR 1808, "Common Carrier or Contracted Carrier Attestation Form," available at http://www.flrules.org/Gateway/reference.asp?No=Ref-14614 , and attached it hereto.
Determined by Vendor	Choose an item.	The vendor is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, F.S.; and has not, within the last year, had a contract terminated under section 448.095(5)(c), F.S., by a public employer, contractor, or subcontractor, as defined by section 448.095(1), F.S.
Determined by Vendor	Choose an item.	The vendor is in compliance with all applicable disclosure requirements set forth in section 286.101, F.S., and has not been deemed ineligible for a grant or contract funded by a state agency pursuant to section 286.101(7), F.S.
Determined by Vendor	Choose an item.	If the contract is between a nongovernmental entity and a governmental entity, in accordance with section 787.06, F.S., the vendor has completed an affidavit signed by an officer or a representative of the vendor under penalty of perjury attesting that the vendor does not use coercion for labor or services as defined in section 787.06, F.S.
Determined by Vendor	Choose an item.	<p>If the Contract is for the provision of commodities, in accordance with section 287.1346, F.S., the vendor, and any entity under the control of vendor, has not been placed on the Forced Vendor List within the past 365 days or, if placed on the Forced Vendor List, has been removed pursuant to section 287.1346(5)(d), F.S.</p> <p>If the Contract is for the provision of commodities, the Contractor will submit, prior to entering into or renewing the Contract, a written certification from senior management, as defined in section 287.1346(1)(c), F.S., which certifies to the best of their knowledge the commodities being offered pursuant to this solicitation have not been produced, in whole or in part, by forced labor.</p> <p>The vendor is hereby informed of the provisions of section 287.1346, F.S., that identify the impacts to a vendor's ability to respond to the</p>

		competitive solicitations of a state agency; to be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a state agency; or to transact business for the provision of commodities with a state agency if it, or entities under the control of the vendor, is placed on the forced labor list in accordance with section 287.1346, F.S.
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By signing below, I certify that I am authorized to complete and submit this Vendor Certification Form on behalf of the vendor.

Signature

Date

Typed or Printed Name

Title

FEIN

Mandatory Responsive Checklist

For your convenience, we offer the following checklist of documentation that must be submitted by the response deadline listed in the ITB. Vendors that fail to provide all the required documentation requested within this checklist may lead to rejection of the submission for non-responsiveness.

<u>Attachment and Description</u>	
Solicitation Acknowledgement Form	
Attachment A, Price Sheet	
Attachment B- References	
Attachment C- Terms and Conditions	
Attachment D -Department Information of Technology Resources and Data Access Security	
Attachment E- List of Subcontractors	
Attachment F- Tie Bid/Drug Free Workplace	
Attachment G- Executive Order 20-44 Attestation Form	
Attachment H- PUR2024 Foreign Country of Concern Attestation	
Attachment I- PUR 7801 Vendor Certification Form	