



FLORIDA DEPARTMENT OF CORRECTIONS

## Bureau of Procurement

**INVITATION TO BID (ITB)**

**FOR**

**INTRASTATE EXTRADITION SERVICES**

**FDC ITB-18-031**

**RELEASED ON**

**DATE: October 24, 2017**

**By the:**

**Florida Department of Corrections**

**Bureau of Procurement**

**501 S. Calhoun Street**

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**TIMELINE**  
**FDC ITB-18-031**

EVENT	DATE/TIME	LOCATION
Release of ITB	October 24, 2017	Vendor Bid System: <a href="http://vbs.dms.state.fl.us/vbs/main_menu">http://vbs.dms.state.fl.us/vbs/main_menu</a>
Last day for Written Inquires to be Received by the Department	November 1, 2017 by 5:00 p.m., Eastern Time	Submit to: Florida Department of Corrections Gerri Faircloth, Procurement Officer Email: <a href="mailto:purchasing@fdc.myflorida.com">purchasing@fdc.myflorida.com</a>
Anticipated Posting of Written Responses to Written Inquires	November 20, 2017	Vendor Bid System: <a href="http://vbs.dms.state.fl.us/vbs/main_menu">http://vbs.dms.state.fl.us/vbs/main_menu</a>
Sealed Bids Due and Opened	December 5, 2017 at 2:00 p.m., Eastern Time	Submit to: Florida Department of Corrections Gerri Faircloth, Bureau of Procurement 501 South Calhoun Street Tallahassee, Florida 32399-2500
Anticipated Posting of Recommended Award	January 9, 2018	Vendor Bid System: <a href="http://vbs.dms.state.fl.us/vbs/main_menu">http://vbs.dms.state.fl.us/vbs/main_menu</a>

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## SECTION 1.0 INTRODUCTORY MATERIALS

### 1.1 Statement of Purpose

The purpose of this Invitation to Bid (ITB) is to secure competitive bids, from qualified Vendors, to provide extradition services, which include, but are not limited to, secure pickup/delivery of inmates/offenders by ground transport, within the parameters as defined in this ITB.

### 1.2 Contract Term and Renewal

As a result of this ITB, the lowest responsive and responsible Vendor will be awarded a three (3) year Contract, which may be renewed for up to three (3) renewal years, or portions thereof, in accordance with Section 287.057(13), Florida Statutes (F.S.), at the same prices, terms, and conditions.

### 1.3 Conflicts and Order(s) of Precedence

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

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

### 1.4 Definitions

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

- a. **Bid**: A Vendor's response to this ITB, which the Vendor shall submit on approved forms.
- b. **Breach of Contract**: A failure of the Vendor(s) to perform services or provide commodities in accordance with the terms and conditions of the Contract which may result from this ITB.
- c. **Contract**: The agreement between the successful Vendor and the Department resulting from this ITB.
- d. **Contractor**: The organization or individual providing services to the Department, in accordance with the terms of the Contract which results from this ITB.
- e. **Day**: A calendar day, unless otherwise noted.
- f. **Department**: The Florida Department of Corrections (FDC).
- g. **Mandatory Responsiveness Requirements**: Terms, conditions, and requirements that must be met by the Vendor to be considered responsive to this solicitation. Failure to meet the responsiveness requirements will cause rejection of a Bid. Any Bid rejected for failure to meet the mandatory responsiveness requirements will not be reviewed further.
- h. **Material Deviation(s)**: The Department has established certain requirements with respect to Bids submitted. The use of shall, must, or will (except to indicate the future) in this ITB indicates a requirement, or condition, which may not be waived by the Department, except where the deviation is not material. A deviation is material if, in the Department's sole discretion, the deficient response is not in substantial accord with the ITB's requirements,

provides an advantage to one Vendor over other Vendors, 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 determining a Bid non-responsive.

- i. **Minor Irregularity**: A variation from the ITB terms and conditions, not affecting the price, giving the Vendor an advantage or benefit not enjoyed by other Vendors, does not adversely impact the interests of the Department. A minor irregularity will not result in a rejection of a Bid.
- j. **PCard**: Refers to the State of Florida's purchasing card program, using the Visa platform.
- k. **Responsible Vendor**: A Vendor who has the capability to fully perform all aspects of the resultant Contract requirements, and the integrity and reliability that will assure good faith performance.
- l. **Responsive Bid**: A Bid, submitted by a responsible Vendor, which conforms to all material aspects of the solicitation.
- m. **Specifications**: The detailed conditions of the Contract, including technical specifications, and other descriptions of the work, as set forth in the Contract documents.
- n. **Subcontract**: An agreement between the Vendor and any other person, or organization, wherein that person or organization agrees to perform any requirement(s) for the Vendor, specifically related to securing, or fulfilling, the Vendor's obligations to the Department, under the terms of the Contract resulting from this ITB.
- o. **Transport Officer**: The Vendor's staff that is responsible for the security and transportation of an inmate/offender.
- p. **Vendor or Bidder**: A legally qualified corporation, partnership or other entity submitting a Bid to the Department, pursuant to this ITB.

## SECTION 2.0 SCOPE OF SERVICES

### 2.1 General Description of Services

The Vendor shall provide extradition services, which include, but are not limited to, secure pickup and delivery of inmates/offenders by ground transport, within the parameters as defined in Section 2, Scope of Services, and as directed by the Department. Services shall meet or exceed the minimum requirements outlined in this ITB. No deviations from the minimum service requirements shall be permitted without the prior written approval of the Department. The resultant Contract shall be performed in strict compliance with the requirements and rules, regulations, and governance contained herein. The Vendor shall act in good faith in the performance of all Contract provisions.

### 2.2 Licensure, Rules and Regulations

All inmates/offenders shall be transported in accordance with the Department's rules and regulations, policy and procedure directives, and relevant federal and State statutes, rules and regulations to ensure the safety and security of the inmates/offenders, assigned staff and the public, while providing humane treatment to the inmate/offender. All such laws, statutes, rules, and

regulations, current and/or as revised, are incorporated herein by reference and made a part of this ITB and any resulting Contract. Such statutes, rules and regulations include, but are not limited to, the following:

**2.2.1 Licensure**

**2.2.1.1** All of the Vendor's personnel providing services under the resultant Contract must be licensed as required by 49 Code of Federal Regulations (CFR) § 383, which states that no personnel shall be allowed to operate a vehicle unless they possess the appropriate valid driver's license. Personnel employed by the Vendor shall be required to produce their license upon demand of any authorized Department employee.

**2.2.1.2** The Vendor shall hold a current, valid and unrestricted Class "B" license pursuant to Chapter 493, F.S., and any transporting employee of the Vendor's company shall hold a current, valid and unrestricted Class "D" and Class "G" license pursuant to Chapter 493, F.S. Employees authorized to carry firearms shall be licensed according to Section 790.06, F.S.

**2.2.2 Rules and Regulations**

**2.2.2.1** To ensure that the inmates/offenders are safely transported, the Vendor shall adhere to the maximum driving time and on-duty time as outlined in 49 CFR § 395.3.

**2.2.2.2** The Vendor shall comply with Department's Rule 33-603.201 (Transfer of Inmates), Florida Administrative Code (F.A.C.), except as it relates to a "trailing escort vehicle," as adopted, and as may be amended, at all times that the Contract that results from this ITB is in effect.

**2.2.2.3** The Vendor shall comply with 49 CFR § 387.33, which requires "any vehicle with seating capacity of 15 passengers or less" to carry Public Liability Insurance in the amount of the \$1,500,000. Vehicles with a seating capacity of 16 passengers or more shall carry \$5,000,000. This is considered to be General Liability, and the Vendor shall have on file all documentation required under 49 CFR § 387.33.

**2.2.3** Should any of the above laws, statutes, standards, rules or regulations, Department procedures or directives change during the course of this resulting Contract, the updated version will take precedence. The Vendor agrees to modify its service pickup or delivery, including addition or expansion of services in order to meet or comply

with changes required by operation of law or due to changes in any applicable practice standards or regulations.

- 2.2.4** The Vendor shall ensure that any person providing services under this ITB complies with prevailing ethical and professional standards, and the statutes, rules, procedures and regulations mentioned above.

### **2.3 Add/Delete Institutions/Facilities for Service**

- 2.3.1** Institutions/Facility Locations: The facilities to be included under the resulting Contract are indicated in Attachment II, List of Facilities.

- 2.3.2** The Department reserves the right to add or delete institutions/facilities receiving or requiring services under the Contract resulting from this ITB upon 30 days' written notice. Such additions or deletions may be accomplished by letter and do not require a formal Contract amendment.

### **2.4 Extradition Service Tasks**

#### **2.4.1 Care and Custody**

- 2.4.1.1** The Department will provide a minimum of 10 calendar days' notice (this includes weekends and holidays) to the Vendor detailing extradition services required for inmate/offender transportation. Upon written, notification by the Department, the Vendor shall take custody of those individuals, who are to be extradited on or prior to the pickup date provided. The Vendor shall transport said inmate/offender to the location designated by the Department within 15 business days, unless otherwise authorized by the Department's Contract Manager, or designee. In the event the Department receives notice out of their control of transportation less than the established 10 calendar days' notice, the Vendor shall make a reasonable effort to accommodate the request. However, if the Vendor is unable to provide transportation, the Department reserves the right to seek other means of extradition services from another available source in accordance with Department procurement guidelines. If the Vendor is unable to take custody of the inmate/offender by the required pickup date, and the Department has given the minimum 10 calendar days' notice, the Vendor shall ensure that the inmate/offender is detained until pickup can be secured. Payment of costs associated with any delay in pickup of inmate/offender will be the responsibility of the Vendor.

- 2.4.1.2** The Vendor will take custody of such inmates/offenders from the legally authorized agents of the Department, such as other law enforcement agencies designated by the Department, and shall transport such inmates/offenders to a facility designated by the Department.

- 2.4.1.3** The Vendor shall provide all inmates/offenders with three (3) meals, per 24 hour period during which the inmate/offender is being transported or lodged. Two (2) of



the three (3) meals must be hot meals, from “fast food” type. The cost of all meals shall be the responsibility of the Vendor.

**2.4.1.4** While the inmate/offender is in the custody of the Vendor, the Vendor shall ensure that the inmate/offender receives any required medical treatment. In an emergency, the Vendor shall be required to obtain medical care appropriate to the emergency, which at a minimum shall be equivalent to that level of care available to inmates in the Department’s general population. Absent an emergency situation, the Vendor shall notify the Department’s Contract Manager, or designee, 24 hours prior to obtaining medical treatment for inmates/offenders. The Vendor will not incur any medical costs arising from illness, injury or disease of inmates/offenders not directly caused through any fault of the Vendor or its agents or employees. Medical costs arising from illness, injury or disease not caused by the Vendor shall be billed directly to the Department by the health care provider rendering said medical services.

**2.4.1.5** The Vendor shall provide a verbal report to the Department’s Contract Manager, or designee, as soon as possible, but not later than 24 hours after the occurrence of any incidents such as: abuse or accidents, use of force, driver violations or other unusual incidents which have occurred during the transportation of inmates/offenders by the Vendor under the resulting Contract. If the incident occurs on a weekend or holiday in which the 24 hour requirement cannot be met by the Vendor, the Vendor shall notify the Department’s Emergency Action Center Duty Officer, and shall provide a telephone number which will be relayed to the Department’s Contract Manager for follow-up contact. The verbal report shall be followed up with a written report within five (5) working days of the incident. (These reports shall include specific names of inmates/offenders and employees involved, as well as full disclosure of the pertinent facts surrounding the incident.) Failure to report incidents, falsification of reports, coercing or attempting to coerce others not to report or to falsify reports, or any other violations of state or federal law, rule or regulation, may result in the imposition of criminal penalties and/or immediate termination of the resulting Contract.

## **2.4.2 Transportation**

### **2.4.2.1 Vehicle Restraint Problems**

**2.4.2.1.1** The Vendor shall, at no additional cost to the Department, provide vehicles and restraints to transport inmates/offenders as described in this ITB.

**2.4.2.1.2** All vehicles and Vendor staff utilized to transport inmates/offenders shall be in compliance with Section 2.2 with regards to insurance and licensure.

**2.4.2.1.3** At all times, and regardless of the number of inmates/offenders being transported, there must be a minimum of two (2) transport officers, to

include the driver. At least one (1) transport officer must be armed and one (1) must be the same sex as the inmates/offenders being transported.

**2.4.2.1.4** The Vendor shall warrant that transportation vehicles are properly maintained to ensure appropriate and timely transfer of inmates/offenders, and that all transport vehicles are appropriately ventilated (air conditioning/heating) as determined by the climate. All transportation vehicles shall be maintained in a sanitary condition.

**2.4.2.1.5** Inspection, repair, and maintenance of transportation equipment shall be mandatory as outline in 49 CFR § 396. The Vendor shall provide all inspection, repair and maintenance records to the Department's Contract Manager, or designee, within three (3) days of a written request.

**2.4.2.1.6** Restraint equipment for the transportation of inmates/offenders shall be handcuffs and restraint chains. Additional restraints such as leg irons are required for close custody inmates, and are also permitted when transporting inmates/offenders who may be extreme escape risks or inmates/offenders with serious aggressive tendencies. Vehicles shall be caged and appropriately secure for the transport of inmates/offenders. The number of officers, inmates/offenders and property transported shall not exceed the vehicles rated capacity, i.e. weight or passenger. Once the inmate/offender has been accepted into custody by the Vendor, the Vendor shall be legally responsible for the inmate/offender, and the Vendor's officer-in-charge shall be unrestricted in the application of restraining equipment, except as follows:

**2.4.2.1.6.1** At any time the Vendor is transporting a group of mixed custody inmates, all inmates/offenders shall be restrained as if they were all close custody.

**2.4.2.1.6.2** Female inmates/offenders, when being transported in the same vehicle with male inmates/offenders, shall be physically separated from the male inmates/offenders at all times by security screens.

**2.4.2.1.6.3** All restraint equipment shall be double locked.

**2.4.2.1.6.4** An inmate/offender shall not be shackled to a stationary object in a moving vehicle.

**2.4.2.1.6.5** Reasonable stops shall be made for inmate/offender meals, rest, and use of toilet facilities. Proper security shall be maintained when inmates/offenders using toilet facilities on or off the transport vehicle.

**2.4.2.1.6.6** Youthful offenders, as declared by the Court, or classified by the Department pursuant to § 958.11, F.S., being transported in the same vehicle with adult inmates/offenders, shall be physically separated from adult inmates/offenders at all times by security screens.

**2.4.2.2**      Cancellation and Unsuccessful Transport

If a pickup is already in progress, the Vendor has initiated service, and the Department subsequently cancels the order, the Department shall pay at the rate established by this ITB for the mileage traveled from the point of origin to the Vendor's current location, and return to the point of origin. The Vendor shall submit a detailed invoice depicting at a minimum: point of origin, actual mileage traveled, vehicle used, engine type of vehicle (diesel or gas), staff utilized, inmate/offender name and DC# of attempted pickup. If a pickup has not been initiated when a Department cancellation is received, there will be no charge to the Department.

**2.4.2.3**      Special Transportation

Pickup and/or delivery points outside the Continental United States (for purposes of this Contract, Alaska is considered outside of the Continental United States), or alternate, non-ground travel when required, are not intended to be included within the scope and pricing of the resultant Contract. Should such services be required, prices will be negotiated on a case-by-case basis by the Contract Manager, or designee, and the Vendor. The Department reserves the right to seek special transportation services from any other available source in accordance with Department procurement guidelines.

**2.4.2.4**      Interstate Agreement on Detainers

When there is a provision in the Interstate Agreement on Detainers, where an agent(s) is designated to return an inmate/offender to Florida for trial, the Vendor shall ensure a completed Attachment III, Interstate Agreement on Detainers: Form VI, is kept in the possession of the Transport Officer during transport of said inmate/offender.

**2.4.2.5**      Court Appearances

When Court appearance pickups are required, the Vendor shall contact the holding agency 72 hours in advance of pickup to verify release information. The Vendor shall ensure that two transporting staff members are present at the Court to assume custody of the inmate at the time of the hearing or other scheduled Court activity.

**2.5**      **Escape During Transportation**

- 2.5.1**      If an inmate/offender escapes while being transported, the Transport Officers shall exhaust all resources immediately available to apprehend the inmate/offender. The Transport Officers shall maintain the security of all inmates/offenders and then contact the nearest law enforcement agency for assistance. As soon as possible, the Transport Officers shall notify their supervisor and provide a verbal report of the incident. When assistance by law enforcement is no longer required, the Transport Officers shall continue with the transport duties. **Under no circumstances shall supervision of the other inmates/offenders be relaxed in order to pursue an escaping inmate/offender.**

- 2.5.2** The Vendor's Transport Officers and/or supervisor shall also notify the Department's Contract Manager, or designee, within one (1) hour by telephone. If the incident occurs after normal working hours (8:00 a.m. 5:00 p.m. Eastern Time (ET)., Monday through Friday), on a weekend or holiday in which the one hour requirement cannot be met by the Vendor, the Vendor shall notify the Department's Emergency Action Center Duty Officer, and provide a telephone number which will be relayed to the Department's Contract Manager for follow-up contact, and reported as required in Section 2.5.1.5.
- 2.5.2.1** The Vendor shall thoroughly search the vehicle being utilized for transportation and inspect all security features prior to boarding any inmates/offenders. Continuous checks are to be made periodically by the Transport Officers while en route. Vehicle inspections shall be completed any time the transfer vehicle is stopped, including prior to re-departure or continuing the trip.
- 2.5.2.2** The Vendor shall have the right to refuse the transport any inmate/offender whose condition or behavior, in the opinion of the Vendor, would be detrimental or dangerous to the safe operation of the vehicle and the safety of its passengers. In the event this situation occurs and the Vendor declines to transport any such inmate/offender, the Department's Contract Manager, or designee, shall be notified immediately by phone if this occurs between normal working hours (8:00 a.m. – 5:00 p.m. ET, Monday through Friday). If after hours, on a weekend, or during holidays the Vendor shall contact the Emergency Action Center Duty Officer. In the event a transport is terminated by the Vendor after pickup, no payment will be made by the Department until the Vendor provides sufficient written justification (as determined by the Contract Manager) to the Department's Contract Manager as to the reasons for the termination of the transport. The written justification shall include specific names of inmates/offenders and employees involved, as well as full disclosure of the pertinent facts surrounding the incident, within two (2) business days of the incident. If justified, the Department shall pay the Vendor at the rate established by this ITB for the distance traveled.
- 2.5.2.3** All pickup and delivery of Department inmates/offenders to or from Department locations shall be during the normal working hours of 8:00 a.m. to 5:00 p.m., ET, Monday through Friday. No weekend or holiday transportation will be approved unless prior arrangements have been made by the Vendor with the Department's Contract Manager, or designee, and the Warden of the affected Institution.
- 2.5.2.3.1** The Correctional Institution's Warden or his/her designee shall be contacted at least 24 hours (48 hours if delivery or pickup falls on weekend or holiday), in advance of a desired pickup or drop off. The Transport Officers shall be identified along with documentation authorizing the Vendor to take custody of or discharge the inmate/offender. This will save unnecessary delays in verifying Court orders, officer identities, and

preparing the inmate/offender for transport. An approximate time of arrival for pickup/delivery shall be given.

- 2.5.2.3.2** Vehicles used to transport inmates/offenders shall be equipped with a reliable means of ensuring constant communication, which shall include at a minimum, radio communication equipment and/or a mobile phone.

## **2.6 Medical Emergency During Transport**

- 2.6.1** The Department will furnish the Vendor with the telephone number(s) of the Emergency Action Center Duty Officers who can be contacted in the event of an emergency after normal working hours (8:00 a.m. to 5:00 p.m. ET), weekends, or holidays.

- 2.6.1.1** If the Department is aware of medical problems that may affect the transportation of an inmate/offender, this information will be provided to the Vendor at the time a transport request is submitted.

## **2.7 Contractor's Requirements**

### **2.7.1 Staff Conduct and Safety Requirements**

The Vendor's staff, while on Department premises, shall adhere to the standards of conduct prescribed in Rule 33-208, F.A.C., and as prescribed in the Department's personnel policy and procedure guidelines, particularly rules of conduct, employee uniform and clothing requirements (as applicable), security procedures, and any other applicable rules, regulations, policies and procedures of the Department. The Vendor's staff shall be subject to and shall comply with all security regulations and procedures of the Department and each Institution. A list of general security guidelines for all Vendors and their personnel conducting business in an institution is incorporated herein as Attachment IV, Security Requirements for Contractors.

- 2.7.2** In addition, the Vendor shall ensure that its staff adhere to the following requirements:

- 2.7.2.1** The Vendor's staff shall not display favoritism to, or preferential treatment of, one inmate/offender or group of inmates/offenders over another.

- 2.7.2.2** The Vendor's staff shall not deal with any inmate/offender except in a relationship that supports services under the resulting Contract. Specifically, staff members must never accept for themselves or any member of their family, any personal (tangible or intangible) gift, favor, or service from an inmate/offender's family or close associate, no matter how trivial the gift or service may seem. The Vendor shall report to the Department's Contract Manager, or designee, any violations or attempted violation of these restrictions. In addition, no staff member shall give any gifts, favors or services to inmates/offenders, their family or close associates.

- 2.7.2.3** The Vendor's staff shall not enter into any business relationship with inmates/offenders or their families (example – selling, buying or trading personal property), or personally employ them in any capacity.

- 2.7.2.4** The Vendor's staff shall not have outside contact (other than incidental contact) with an inmate/offender being served or their family or close associates, except for those activities that are to be rendered under the resultant Contract.
- 2.7.2.5** The Vendor's staff shall not engage in any conduct which is criminal in nature or which would bring discredit upon the Vendor or the Department. In providing services pursuant to the resulting Contract, the Vendor shall ensure that its employees avoid both misconduct and the appearance of misconduct.
- 2.7.2.6** Any violation or attempted violation of the restrictions referred to in this section regarding employee conduct shall be reported by phone and in writing to the Department's Contract Manager, or designee, including proposed action to be taken by the Vendor to remedy any deficiency. Any failure to report a violation or take appropriate disciplinary action against the offending party or parties shall subject the Vendor to appropriate action, up to and including termination of the resulting Contract.
- 2.7.2.7** The Vendor shall report any incident described above, or requiring investigation by the Vendor, in writing, to the Department's Contract Manager, or designee, within 24 hours, of the Vendor's knowledge of the incident.
- 2.7.2.8** At no time shall any Vendor's employee while delivering services under the resulting Contract, wear clothing that closely resembles or could reasonably be mistaken for an inmate's uniform, or any correctional officer's uniform, or that bears the logo or other identifying words or symbol of any law enforcement or correctional Department or Agency. The Vendor must provide a uniform that represents their company, but shall comply with the Department's dress code.
- 2.7.2.9** The Vendor shall not utilize individuals possessing "temporary work visas" to fill positions under the resulting Contract.
- 2.7.2.10** All Vendor staff providing services under the resulting Contract shall have the ability to understand and speak English to allow for effective communication between Vendor staff, Department staff and inmates/offenders.
- 2.7.2.11** The Vendor shall provide their employees with a copy of these standards of employee conduct, and document receipt of such notification in the employee's personnel file.
- 2.7.2.12** The Department reserves the right to deny access to any Institution and/or facility to any Vendor staff member found to have violated the provisions of the resulting Contract.

**2.7.3**      General Administrative Requirements

- 2.7.3.1**      The Department shall not provide any administrative functions or office support for the Vendor (e.g., clerical assistance, office supplies, copiers, fax machines and preparation of documents), except as indicated in this ITB.
- 2.7.3.2**      The Vendor shall have direct oversight, be responsible for and monitor the performance of all its staff providing services in support of the resulting Contract.
- 2.7.3.3**      The Department will provide security for the Vendor's employees and agents when they are on Department property, consistent with the security provided at other Department facilities.
- 2.7.3.4**      The Vendor shall provide an adequate level of staffing for provision of the services outlined herein and shall ensure that staff providing services are appropriately trained, qualified and licensed, as required in this ITB, and any resulting Contract.
- 2.7.3.5**      The Vendor's staff shall liaise with and maintain a good working relationship with Department staff and other Vendors working with the Department.
- 2.7.3.6**      The Vendor shall ensure that staff wears attire suitable for the work conducted in the performance of the Contract resulting from this ITB.
- 2.7.3.7**      The Vendor shall ensure, at no cost to the Department, that all staff performing services under the resulting Contract, or regularly accessing the Department's Institutions are screened and/or tested for tuberculosis (TB), as required by Department Procedure 401.015, Employee TB Screening and Testing. The Vendor shall maintain documentation of same.
- 2.7.3.8**      The Vendor and its staff shall complete training found in Attachment IV, Department's Security Requirements for Contractors. The Vendor shall require staff to complete this training on an annual basis. The Department reserves the right to bar access to any staff not attending and completing this training. Violations of these rules could result in termination of the resulting Contract. The Vendor shall contact, within 10 calendar days of execution of any Contract which may result from this ITB, the institution(s) or facility(ies) for which the Contract is awarded, to obtain a copy of any specific institutional or facility rules.
- 2.7.3.9**      Vendor staff shall be subject to searches of their person or their vehicle or searches of equipment and/or products at any time. The Vendor, must permit inspection of their vehicles and search of Vendor employees and representatives, and their personal possessions before being admitted to or leaving Department property. Violation of Rule 33-602.203, F.A.C., and as defined in Section 944.47 F.S., is a felony and is punishable as provided by same.
- 2.7.3.10**     Security procedures at any Correctional Institution or facility are stringent and necessary. This includes security screening when entering and exiting the institution or facility and may include a thorough inventory of tools and materials. The Vendor shall provide the Department's staff with a tool inventory sheet upon signing-in. The Vendor is advised to carefully consider the impact of additional

time when developing their pricing. No additional compensation will be made for time involved in adhering to security requirements.

#### **2.7.4**      Staff Levels, Qualifications, Training and Education

**2.7.4.1**      The Vendor shall require its employees to complete at least 100 hours of training before transporting inmates/offenders. The curriculum for such training must be approved by the Department's Contract Manager, or designee, and include instruction in:

- Use of restraints;
- Searches of prisoners;
- Use of force, including use of appropriate weapons and firearms;
- Cardiopulmonary resuscitation;
- Map reading; and
- Defensive driving.

(Note: The Vendor is not required to duplicate training for employees previously (within the last year) employed by the Department.)

**2.7.4.2**      The Vendor will maintain an accurate roster of its staff utilized in the transport of inmates/offenders under the resulting Contract, and will advise the Department, in writing, of any changes. Before any staff perform transport duties under the resulting Contract, the Vendor will submit proof of licensing and certification to the Department.

**2.7.4.3**      Additional documentation shall be provided to the Department's Contract Manager, or designee, within 24 hours after being requested by the Department.

**2.7.4.3.1**      Vendor Key Staff Administrative Position and Responsibilities - The Vendor shall provide the following minimum key administrative staff position in support of the resulting Contract:

**2.7.4.3.1.1**      **Administrative Project Manager (or equivalent in title)** - The Administrative Project Manager is the individual who will have corporate responsibility for administration of the resulting Contract. This individual shall have a minimum of one (1) years' experience within the last five (5) years at the management level, providing direct administrative oversight of extradition or transportation-related services.

#### **2.7.5**      Background/Criminal Record Checks

**2.7.5.1**      The Vendor's staff assigned to the Contract resulting from this ITB and any other person performing services pursuant thereto, 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 background check will be



conducted by the Department and may occur or re-occur at any time during the resulting Contract period. The Department has full discretion to require the Vendor to disqualify, prevent, or remove any staff from any work under the resulting Contract. The use of criminal history records and information derived from such record checks are restricted pursuant to Section 943.054, F.S. The Department shall not disclose any information regarding the record check findings or criteria for disqualification or removal to the Vendor. The Department shall not confirm with the Vendor the existence or nonexistence of any criminal history record information. In order to carry out this record check, the Vendor shall provide, upon request, the following data for any individual Vendor or subcontractor's staff assigned to the resulting Contract: Full Name, Race, Gender, Date of Birth, Social Security Number, Driver's License Number and State of Issue. If requested, the Vendor shall provide fingerprinting to the Department for submission to the Federal Bureau of Investigation (FBI). The Vendor shall not consider new employees to be on permanent status until a favorable report is received by the Department from the FBI.

- 2.7.5.2** The Vendor shall ensure that the Department's Contract Manager, or designee, is provided the information needed to have the NCIC/FCIC background check conducted prior to any new Vendor's staff being hired or assigned to work under the resulting Contract. The Vendor shall not offer employment to any individual or assign any individual to work under the resulting Contract, who has not had an NCIC/FCIC background check conducted.
- 2.7.5.3** The Vendor shall not permit any individual to provide services under the Contract resulting from this ITB who is under supervision or jurisdiction of any parole, probation, or correctional authority. Persons under any such supervision may work for other elements of the Vendor's agency that are independent of the contracted services.
- 2.7.5.4** Note that a felony, first-degree misdemeanor conviction, a plea of guilty or nolo contendere to a felony, first-degree misdemeanor crime, or adjudication of guilt withheld to a felony, first-degree misdemeanor crime does not automatically bar the Vendor from hiring the proposed employee. However, the Department reserves the right to prior approval in such cases. Generally, two (2) years with no criminal history is preferred. The Vendor shall make a full written report to the Department's Contract Manager, or designee, within three (3) calendar days whenever an employee has a criminal charge filed against them, or an arrest, or receives a notice to appear in Court for violation of any criminal law involving a misdemeanor, felony, ordinance (except minor violations for which the fine or

bond forfeiture is \$200 or less), or when the Vendor or its staff has knowledge of any violation of the laws, rules, directives, or procedures of the Department.

- 2.7.5.5** No person who has been barred from any Department Institution or Facility shall provide services under the Contract resulting from this ITB.
- 2.7.5.6** Department employees terminated, at any time, by the Department for cause may not be employed or provide services under the Contract resulting from this ITB.
- 2.7.5.7** The Vendor shall notify the Department, prior to employing any current or former employee of the Department to provide either full-time or part-time services pursuant to the Contract resulting from this ITB.

## **2.8 Reporting Requirements**

- 2.8.1** Ad Hoc Reporting Requirements: The Department reserves the right to require ad hoc reports for additional information pertaining to the resulting Contract. Ad hoc reports may be required to respond to grievances, inquiries, complaints, and other questions raised by inmates/offenders or other parties. The Vendor shall submit reports within 72 hours after receipt of the request. When time is of the essence, the Vendor will make every effort to answer the request as soon as possible, to ensure the Department responds to the authority or party making the request in a timely manner.
- 2.8.2** The Vendor shall provide a monthly summary report, as an attachment to the monthly invoice, to the Department's Contract Manager, or designee, no later than 15 business days at the end of each calendar month. The report shall delineate inmate/offender names, FDC number, location, dates of transportation, name and driver's license numbers (including driver license class) of transporting staff, tag number of vehicle, engine type of vehicle (diesel or gas), quoted price, mileage traveled, and meals. The report must reflect the invoice that was submitted by the Vendor.

## **2.9 Monitoring Methodology**

- 2.9.1** The Department's Contract Manager, and/or designee, for Contract Monitoring will monitor the Vendor's service delivery to determine if the Vendor has achieved the required level of performance for each Performance Outcome, Measures and Standard identified in Section 2.11.4 of this ITB. The final Contract Monitoring tool to be developed by the Department's Contract Manager in accordance with the requirements outlined in this ITB and the resultant Contract. If the Department determines that the Vendor has failed a Performance Outcome, Measure and Standard, the Vendor will be notified in a formal contract communication. Note: In the event the Department determines that Financial Consequences should not be imposed, due to circumstances outside of the Vendor's Control, the Vendor shall still correct all non-compliant service delivery within 30 calendar days' of written notice.
- 2.9.2** Within 10 days of receipt of the Department's Monitoring Report, the Vendor shall provide a formal Corrective Action Plan (CAP) in response to all noted deficiencies to include responsible individuals and the required time frames for achieving compliance. The Contract Manager, designee for Contract Monitoring, or other designated

Department staff members may conduct follow-up monitoring reviews at any time to determine compliance based upon the submitted CAP.

- 2.9.3 Repeated instances of failure to meet either the Performance Outcomes, Measures and Standards, or to correct deficiencies may, in addition to imposition of Financial Consequences, result in determination of breach of the resulting Contract, and/or termination of the resulting Contract.

## 2.10 Performance Measures and Financial Consequences

### 2.10.1 Performance Measures

- 2.10.1.1 The Department intends to enter into a resultant Contract with a Vendor who clearly demonstrates its willingness to be held accountable for the achievement of certain performance measures while successfully delivering services under the resulting Contract. **Performance for the Performance Outcome, Measures and Standard identified in below shall be measured on a quarterly basis beginning the end of the second quarter after services have been implemented.** The Department has established the following Performance Measures that shall be used to measure the Vendor's performance and delivery of services:

#### 2.10.1.2 Performance Outcome, Measure and Standard

Listed below is the key Performance Outcome, Measure, Standard, and Financial Consequences deemed most crucial to the success of the overall desired service delivery. The Vendor shall ensure that the stated performance outcome, measure and standard (level of achievement) is met. **Performance shall be measured on a quarterly basis, beginning the second quarter after service has been implemented.**

##### 2.10.1.2.1 Transportation of Inmates

**Outcome:** All requests for extradition services must be accepted for transportation by the Vendor within 10 days (Note: "accepted" means that the Vendor must transport or make other arrangements to detain the inmate/offender.)

**Measure:** A monthly comparison of the actual date of transport compared to the Department's request date.

**Standard:** A minimum of 95% of transportation requests are accepted and executed by the Vendor within the 10 day timeframe.

##### 2.10.1.2.2 Reporting Requirements

**Outcome:** All ad hoc reports must be submitted to the Department within 72 hours of the request, and monthly summary reports must be submitted to the Department's Contract Manager, or designee, within 15 calendar days of at the end of each calendar month.

**Measure:** A comparison of the actual date reports are received compared to the Department's specified timeline outlined in Section 2.9 Reporting Requirements.

**Standard:** A minimum of 75% of reports are completed and received in accordance with the specifications in Section 2.9, Reporting Requirements.

### **2.10.1.3** Other Contract Requirements

#### **2.10.1.3.1** Approved Vendor Staff

**Outcome:** All staff used by the Vendor shall be vetted by the Department's Contract Manager, or designee, to review their NCIC, FCIC, driving history, and shall not be permitted to provide services under the resulting Contract without a favorable return.

**Measure:** The Department will monitor the Vendor's staff used monthly to ensure maximum compliance of employment requirements.

**Standard:** No Vendor staff not being vetted and approved by the Department's Contract Manager, or designee, performing services under the resulting Contract.

### **2.10.2** Financial Consequences

**2.10.2.1** By executing a Contract that results from this ITB, the Vendor expressly agrees to the imposition of Financial Consequences, in addition to all other remedies available to the Department by law.

**2.10.2.2** The Department's Contract Manager, or designee, will provide written notice to the Vendor's Representative of all Financial Consequences assessed, accompanied by detail sufficient for justification of assessment.

**2.10.2.3** The Vendor shall forward a cashier's check or money order to the Contract Manager, or designee, payable to the Department in the appropriate amount, within 10 days of receipt of a written notice of demand for Financial Consequences; or in the alternative, the Vendor may issue a credit in the amount of the Financial Consequences due on the next monthly invoice and the Department may apply the amount of the Financial Consequence due against any monies owed the Vendor on the next monthly payment, following assessment of damages. Documentation of the amount to be imposed shall be included with the invoice if issuing credit.

**2.10.2.4** Financial Consequences for Failure to Meet Performance Outcome, Measure and Standard

The Vendor hereby acknowledges and agrees that its performance under the resulting Contract must meet the Performance, Outcome, Measure and Standard set forth in Section 2.10.2.1 of the ITB. If the Vendor fails to meet the Performance, Outcome, Measure and Standards, the Department will impose Financial Consequences in the following amounts:

**2.10.2.4.1** Fifteen hundred dollars (\$1,500) for the Performance, Outcome, Measure and Standard failed during the quarterly monitoring period.

**2.10.2.4.2** Repeated failure to meet the established Performance, Outcome, Measure and Standard for a consecutive monitoring period will result in Financial Consequences being doubled. The Department may also choose to terminate the resulting Contract in the absence of any extenuating or mitigating circumstances. The determination of the existence of extenuating or mitigating circumstances. The determination of the existence of extenuating or mitigating circumstances is within the exclusive discretion of the Department. The Department, at its exclusive option, may allow up to a three (3) month “grace period” following implementation of services, during which no damages will be imposed for failure to achieve the standards.

**2.10.2.5** Financial Consequences for Other Contract Requirements

For failure to meet Other Contract Requirements, as set forth in Section 2.10.1.3 of the ITB, Financial Consequences will be implemented as follows:

**2.10.2.5.1** One hundred dollars (\$100) for each individual on the Vendor’s staff that is found to not be in compliance with the FCIC/NCIC, and driving history that is required by the Department’s Contract Manager, or designee, per month.

**2.11 Deliverables**

**2.11.1** The following services or service tasks are identified as deliverables for the purpose of this ITB and resulting Contract:

- Transportation of inmates/offenders (pickup/delivery);
- Reports as required per Section 2.9, Reporting Requirements.

**2.12 Payment, Discounts and Price Adjustments**

**2.12.1** The Vendor will be paid a minimum of \$250 for out of State transportation, or the awarded price per mile as indicated in Attachment I, Price Page, whichever is greater.

**2.12.2** The Vendor shall give the Department a 20% discount on the total invoice price of each inmate/offender that exceeds one (1) when two (2) or more inmates/offenders are picked up from the same location at the same time and dropped off at the same location.

- 2.12.3** The calculated percent of the awarded (Contracted) price per mile (M) amount, and the U.S. average retail price (dollars per gallon) of gasoline (G) as listed by the U.S. Energy Information Administration (EIA) will be determined after the resulting Contract has been executed ( $M/G = \%$ ). The price per mile will be reviewed if an equitable price adjustment is requested at the time of the resulting Contract renewal. If the Vendor does request a price adjustment, the same percentage amount determined at the time of the Bid opening will be used to the allowable percentage of an increase or decrease to the Contracted per mile amount. The website address for the U.S. EIA is <https://www.eia.gov/petroleum/gasdiesel/>.

## **SECTION 3.0 NON-TECHNICAL SPECIFICATIONS**

### **3.1 Modifications after Contract Execution**

During the term of the resulting Contract, the Department may unilaterally require changes (altering, adding to, or deducting from the specifications) provided such changes are within the general scope of this solicitation.

The Vendor may request an equitable adjustment in the price(s) or delivery date(s), if the change affects the cost or time of performance. Such equitable adjustments require the express written approval of the Department.

The Department shall provide written notice to the Vendor 30 days in advance of any Department-required changes to the technical specifications, and/or scope of service, which affect the Vendor's ability to provide the service as specified herein. Any changes, other than purely administrative changes, will require a written change order or formal Contract amendment.

### **3.2 Addition/Deletion of Locations**

The Department reserves the right to add/delete locations in the resulting Contract, when considered to be in its best interest. Pricing shall be comparable to amounts awarded as a result of this ITB.

### **3.3 Mandatory Documentation**

All Vendors must submit the following mandatory documentation with their Bid:

- (1) Price Page: Attachment I;
- (2) Respondent's Contact Information: Attachment V; and
- (3) Drug Free Workplace form, if applicable.

### **3.4 Records and Documentation**

To the extent that information is utilized in the performance of the resulting Contract or generated as a result of it, and to the extent that information meets the definition of "public record," as defined in Section 119.011(12), F.S., said information is recognized by the parties to be a public record and, absent a provision of law or administrative rule or regulation requiring otherwise, shall be made available for inspection and copying by any person upon request as provided in Chapter 119, F.S. The Vendor agrees to: (a) keep and maintain public records required by the Department in order to perform the service; (b) upon request from the Department's custodian of public records, provide the Department with a copy

of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Vendor does not transfer the records to the Department; and (d) upon completion of the contract, transfer, at no cost, to the Department all public records in possession of the Vendor or keep and maintain public records required by the Department to perform the service. If the Vendor transfers all public records to the Department upon completion of the contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department. Unless a greater retention period is required by state or federal law, all documents pertaining to the program contemplated by this ITB shall be retained by the Vendor for a period of five (5) years after the termination of the resulting contract or longer as may be required by any renewal or extension of the Contract. Pursuant to Section 287.058(1)(c), F.S., the Department is allowed to unilaterally cancel the Contract for refusal by the Vendor to allow public access to all documents, papers, letters, or other material made or received by the Vendor in conjunction with the contract, unless the records are exempt from Section 24(a) of Art. I of the State Constitution and Section 119.0701, F.S.

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

### **3.5 Price Page**

The Vendor shall complete, sign, date, and return Attachment I, Price Page. By submitting a Bid(s) under this ITB, each Vendor warrants its agreement to the prices identified. Bids should be submitted with the most favorable pricing terms the Vendor can offer the State. Any modifications, counter offers, deviations, or challenges will not be accepted, and may render a Bid non-responsive.

If a submitted Price Page includes inconsistencies, inaccuracies, or is incomplete, it may be rejected by the Department. All calculations will be reviewed and verified. The Department may correct mathematical errors, however, in the event of any miscalculation, unit prices shall prevail. Bid prices must be firm, and if applicable, include all packages, handling, shipping, mileage or other relevant fees/costs.

### **3.6 Purchasing Card Program (PCard)**

The State of Florida has implemented use of a PCard, using the Visa platform. Upon mutual agreement of both parties, the Vendor receive payments via the PCard in the same manner as other Visa purchases. To find out more about the State's purchasing card program visit: [www.dms.myflorida.com](http://www.dms.myflorida.com).

### **3.7 Vendor Ombudsman**

A Vendor Ombudsman has been established within the Florida Department of Financial Services (DFS). 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 by calling the DFS Toll Free Hotline, 1-800-342-2762.

### **3.8 Payment and Invoicing**

Pricing for the Contract resulting from this ITB will be at a fixed-rate. The Department will compensate the successful Vendor for the delivery of commodities and services, as specified in Attachment I, Price Page. All charges must be billed in arrears, in accordance with Section 215.422, F.S. The Vendor must include any and all supporting documentation, as well as its name, mailing address, tax identification (ID) number/FEIN, Contract number, and items provided.

### **3.9 Contract Management**

#### **Department's Contract Manager**

The Contract Manager for this Contract will be:

Michael Harrell, Chief of Security Operations  
Office of Institutions  
Florida Department of Corrections  
501 S. Calhoun Street  
Tallahassee, Florida 32399-2500  
Email: [Michael.Harrell@fdc.myflorida.com](mailto:Michael.Harrell@fdc.myflorida.com)

The Contract Manager will:

- (1) Serve as the liaison between the Department and the successful Vendor;
- (2) Verify receipt of the deliverables from the successful Vendor, if applicable;
- (3) Submit requests for change orders, if applicable;
- (4) Review, verify, and approve invoices from the successful Vendor, if applicable;
- (5) Communicate with the Contract Administrator to process all amendments, renewals and termination of the Contract; and
- (6) Evaluate successful Vendor's performance. This evaluation will be placed on file and will be considered if the Contract is subsequently used as a reference in future procurements.

#### **Contract Administrator**

The Contract Administrator for this Contract will be:

ATC Administrator  
Bureau of Procurement  
Florida Department of Corrections  
501 S. Calhoun Street  
Tallahassee, FL 32399-2500  
Telephone (850) 717-3700  
Email: [purchasing@fdc.myflorida.com](mailto:purchasing@fdc.myflorida.com)



## **SECTION 4.0 PROCUREMENT RULES AND INFORMATION**

### **4.1 Instructions to Respondents (PUR 1001)**

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

### **4.2 Vendor Inquiries**

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

Responses to written questions will be posted on the Vendor Bid System (VBS) on or about the date referenced in the Timeline. The VBS is located at: [http://vbs.dms.state.fl.us/vbs/main\\_menu](http://vbs.dms.state.fl.us/vbs/main_menu).

Procurement Officer Contact Information:  
Gerri Faircloth, Procurement Officer  
Bureau of Procurement  
Florida Department of Corrections  
Email: [purchasing@fdc.myflorida.com](mailto:purchasing@fdc.myflorida.com)

Between the release of the solicitation, and the end of the 72 hour period following posting of notice of intention to award (72 hour period excludes Saturdays, Sundays, and State holidays), Vendors responding to this solicitation, or persons acting on their behalf, may not contact any employee, or officer, of the executive, or legislative branches of government, concerning any aspect of this solicitation, except in writing to the Procurement Officer as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response, as per Section 287.057(23), F. S.

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

### **4.3 Cost of Bid Preparation**

Neither the Department, nor the State of Florida, is liable for any costs incurred by a Vendor in response to this ITB.

### **4.4 Instructions for Bid Submittal**

Each Bid response shall be prepared simply and economically, providing a straightforward, concise delineation of the Vendor's capabilities to satisfy the requirements of this ITB. Elaborate bindings, colored displays, and promotional material are discouraged. Emphasis in each Bid must be on completeness and clarity of content. In order to expedite the review of Bids, it is essential that Vendors follow the format and instructions.

- (1) Bids may be sent by U.S. Mail, Courier, Overnight, or hand delivered to the location indicated in the Timeline. Electronic submission of Bids will not be accepted for the ITB;
- (2) All Bids must be submitted in a sealed envelope/package with the relevant ITB number and the date and time of the bid opening clearly marked on the outside of the envelope/package;
- (3) It is the Vendor's responsibility to assure its Bid submittal is delivered to the proper place and time as stipulated in the Timeline. The Department's clocks will stamp Bids received, and provide the official time for bid opening;
- (4) Late Bids will not be accepted; and
- (5) Submit one original Bid, and one electronic copy in searchable PDF format on a CD. The electronic copy must contain the entire Bid, as submitted, including all supporting and signed documents. If the Vendor submits a redacted copy of the Bid, as outlined in Section 3.18, the Vendor should submit one redacted hard copy and one redacted electronic copy, in searchable PDF format (in addition to the non-redacted version), on CD. CDs submitted should not be password protected.

#### **4.5 Disclosure of Bid Submittal Contents**

All documentation produced as part of this solicitation shall become the exclusive property of the Department, and may not be removed by the Vendor or its agents. All Bid responses shall become the property of the Department and shall not be returned to the Vendor. The Department shall have the right to use any or all ideas, or adaptations of the ideas, presented in any Bid. Selection or rejection of a Bid shall not affect this right.

#### **4.6 Bid Opening**

Bids are due, and will be publicly opened, at the time, date, and location specified in the Timeline. Bid responses received late (after bid opening date and time) will not be accepted, nor considered, and modification by the Vendor of submitted Bids will not be allowed, unless the Department has made a request for additional information. Department staff will not be held responsible for the inadvertent opening of a Bid response if it is not properly sealed, addressed, or identified. The name of all Vendors submitting Bids will be made available to interested parties, upon written request to the Procurement Officer.

#### **4.7 Bid Evaluation**

Bids that do not meet the requirements specified in this ITB may be considered non-responsive. The Department reserves the right to accept, or reject, any and all responses, or separable portions thereof, and to waive any minor irregularity, technicality, or omission(s), if the Department determines that doing so will serve its best interest(s). The Department may reject any response not submitted in the manner specified by the solicitation documents.

#### **4.8 Basis of Award**

An award shall be made to the lowest responsive, responsible Vendor with the lowest Grand Total Weighted Price, as specified on Attachment I, Price Page.

In the event the low cost Vendor is found non-responsive, the Department may proceed to the next lowest cost responsive Vendor and continue the award process.

Bids must be firm prices, and where products are included, shall include all packaging, handling, shipping and delivery charges, and environmental & fuel service fees.

#### **4.9 Disposal of Bids**

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

#### **4.10 Bid Rules for Withdrawal**

A submitted Bid may be withdrawn by submitting a written request for its withdrawal to the Department. The withdrawal request must be signed by an authorized representative of the Vendor, and must be received within 72 hours after the bid submission date indicated in the Timeline. Any submitted Bid shall remain valid for 180 days from the bid submission date, unless a different amount of time is indicated by the Department.

#### **4.11 Addenda**

If the Department deems it necessary to supplement, modify, or interpret any portion of the solicitation or exhibits, addenda and materials relative to this procurement, information will be posted on the Vendor Bid System ([http://vbs.dms.state.fl.us/vbs/main\\_menu](http://vbs.dms.state.fl.us/vbs/main_menu)). **Interested parties are responsible for monitoring this site for new, changing, or clarifying information relative to this solicitation.**

#### **4.12 Verbal Instruction Procedure/Discussions**

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

#### **4.13 No Prior Involvement and Conflict of Interest**

Section 287.057(17)(c), F.S., provides, "A person who receives a Contract that has not been procured pursuant to Subsections (1)-(3) to perform a feasibility study of the potential implementation of a subsequent Contract, who participates in the drafting of a solicitation or who develops a program for future implementation, is not eligible to contract with the agency for any other contracts dealing with that specific subject matter, and any firm in which such person has any interest in not eligible to receive such Contract. However, this prohibition does not prevent a Vendor who responds to a request for information from being eligible to contract with an agency."

The Department considers participation in a solicitation to be any actions related to the decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or functioning in any other advisory capacity.

The Vendor shall not compensate, in any manner, directly or indirectly, any officer, agent or employee of the Department, for any act or service, which they may do, or perform, for, or on behalf of, any officer, agent, or employee of the Vendor. Officers, agents, or employees of the Department shall not

have any interest, directly or indirectly, in any Contract or purchase made, or authorized to be made, by anyone for, or on behalf of, the Department.

The Vendor shall have no interest, and shall not acquire any interest, that conflicts in any manner, or degree, with the performance of the services required under this ITB.

#### **4.14 State Licensing Requirements**

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

#### **4.15 MyFloridaMarketPlace (MFMP) Registration**

Each Vendor doing business with the State of Florida as defined in Section 287.012, F.S., must register in the MFMP Vendor Information Portal (VIP) system, unless exempted under Rule 60A-1.030, Florida Administrative Code (F.A.C.). State agencies shall not enter into an agreement for the sale of commodities or contractual services, as defined in Section 287.012, F.S., with any Vendor not registered in the MFMP VIP system, unless exempted by Rule. A Vendor not currently registered in the MFMP VIP system shall do so within five days of award. Registration may be completed at: <http://vendor.myfloridamarketplace.com>. Those needing assistance may contact the MFMP Customer Service Desk at 866-352-3776 or [vendorhelp@myfloridamarketplace.com](mailto:vendorhelp@myfloridamarketplace.com).

#### **4.16 Certificate of Authority**

All corporations, limited liability companies, corporations not for profit, and partnerships seeking to do business with the State must be registered with the Florida Department of State, in accordance with the provisions of Chapter 607, 608, 617, and 620, F.S., respectively.

#### **4.17 Confidential, Proprietary, or Trade Secret Material**

The Department takes its public records responsibilities as provided under Chapter 119, F.S. and Article I, Section 24 of the Florida Constitution, very seriously. If the Vendor considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, F.S., the Florida Constitution or other authority, the Vendor 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 Vendor on the cover, and shall be clearly titled "Redacted Copy." The redacted copy shall be provided to the Department at the same time the Vendor submits its response to the solicitation and must only exclude or redact those exact portions which are claimed confidential, proprietary, or trade secret. The Vendor shall be responsible for defending its determination that the redacted portions of its response are confidential, trade secret or otherwise not subject to disclosure. Further, the Vendor shall protect, defend, and indemnify the Department for any and all claims arising from or relating to Vendor's determination that the redacted portions of its response are confidential, proprietary, trade secret or otherwise not subject to disclosure. If the Vendor fails to submit a Redacted Copy with its response, the Department is authorized to produce the entire documents, data, or records submitted by the Vendor in answer to a public records request for these records. In no event shall the Department, or any of its employees, or agents, be liable for disclosing, or otherwise failing to protect, the confidentiality of information submitted in response to this solicitation.

#### **4.18 E-Verify**

In accordance with Executive Order 11-116, “The provider agrees to utilize the U.S. Department of Homeland Security’s E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all new employees hired during the contract term by the Provider. The Provider shall also include a requirement in subcontracts that the subcontractor shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.” Vendors meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.

#### **4.19 Vendor Substitute W-9**

The State of Florida Department of Financial Services (DFS) requires all Vendors that do business with the state to electronically submit a Substitute W-9 Form to <https://flvendor.myfloridacfo.com>. Forms can be located at the same website once a registration has been completed. Answers to frequently asked questions related to this requirement are found at: <https://flvendor.myfloridacfo.com>. DFS can assist Vendors with additional questions, and can be reached at 850-413-5519 or [FLW9@myfloridaacfo.com](mailto:FLW9@myfloridaacfo.com).

#### **4.20 Contractor Certification**

If the resulting Contract exceeds \$1,000,000.00 in total, not including renewal years, the Contractor must certify that they are not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List created pursuant to Sections 215.473, F.S. and 215.4725, F.S. Pursuant to Section 287.135(5), F.S., and 287.135(3), F.S., Contractor agrees the Department may immediately terminate the Contract for cause if the Contractor is found to have submitted a false certification or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel during the term of the Contract.

#### **4.21 Identical Tie Bids**

During the solicitation evaluation process, 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 Section 295.187, F.S. “Certified Veteran Business Enterprises”.

#### **4.22 Rejection of Bids**

The Department reserves the right to reject any and all bids to this ITB.

#### **4.23 Inspector General**

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

#### **4.24 Protest Procedures**

Pursuant to Section 120.57(3), F.S, a Notice of Protest or Formal Written Protest must be filed with the Department’s Agency Clerk. Filings may be made physically at 501 South Calhoun Street, Tallahassee, Florida 32399-2500, by email to: [CO-GCAgencyClerk@fdc.myflorida.com](mailto:CO-GCAgencyClerk@fdc.myflorida.com), or by facsimile to: (850)

922-4355. Protests must be made in compliance with Rules 28-110.003 and 28-110.004, F.A.C. Filings received after regular business hours (8:00 am to 5:00 pm ET) will be filed the next business day. Failure to file a protest within the time prescribed in Section 120.57(3), F.S., or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, F.S.

## **SECTION 5.0 SPECIAL CONDITIONS**

### **5.1 General Contract Conditions (PUR 1000)**

The General Contract Conditions are outlined in form PUR 1000 which is a downloadable document incorporated in this ITB by reference. Any terms and conditions set forth within this ITB document shall supersede any and all conflicting terms and conditions set forth within form PUR 1000. There is no need to return this document with the response. This link is to PUR 1000 <http://dms.myflorida.com/content/download/2933/11777>.

### **5.2 State Initiatives**

#### **5.2.1 Diversity in Contracting**

The State of Florida is committed to supporting its diverse business industry and population through ensuring participation by minority-owned, women-owned, and service-disabled veteran-owned business enterprises in the economic life of the State. The State of Florida Mentor Protégé Program connects these business enterprises with private corporations for business development mentoring. We strongly encourage firms doing business with the State of Florida to consider this initiative. For more information on the Mentor Protégé Program, please contact the Office of Supplier Diversity at (850) 487-0915.

To this end, the Department considers it vital that minority-owned, women-owned, and service-disabled veteran-owned business enterprises participate in the State's procurement process as both Vendors, and subcontractors, of this solicitation.

Information on Certified Minority Business Enterprises (CMBE), and Certified Service-Disabled Veteran Business Enterprises (CSDVBE), is available from the Office of Supplier Diversity at:

[http://dms.myflorida.com/other\\_programs/office\\_of\\_supplier\\_diversity\\_osd/](http://dms.myflorida.com/other_programs/office_of_supplier_diversity_osd/).

Documentation regarding Diversity in Contracting must be submitted to the Department's Contract Administrator, and should identify participation by diverse Vendors and Suppliers as Prime Vendors, Subcontractors, Vendors, Resellers, Distributors, or such other participation as the parties may agree. This documentation shall include the timely reporting of funds expended to certified, and other, minority-owned/service-disabled veteran-owned business enterprises. Such reports must be submitted at least monthly, and must include the period covered, the name, minority code and Federal Employer Identification Number of each minority-owned/service-disabled veteran-owned Vendor utilized during the period, the commodities and services provided by each, and the amount paid to each under the terms of any Contract resulting from this solicitation.

## **5.2.2 Environmental Considerations**

The State supports and encourages initiatives to protect and preserve our environment. If applicable, the Vendor shall submit a plan to support the procurement of products and materials with recycled content, referencing the intent of Section 403.7065, F.S. The Vendor shall also provide a plan, if applicable, for reducing and/or handling of any hazardous waste generated by the Vendor's company, referencing Rule 62-730.160, F.A.C. It is a requirement of the Florida Department of Environmental Protection (DEP) that a generator of hazardous waste materials exceeding certain threshold must have a valid and current Hazardous Waste Generator Identification Number. This identification number shall be submitted as part of Vendor's hazardous waste plan and shall explain, in detail, its handling and disposal of this waste.

## **5.3 Subcontracts**

The Vendor may, with prior written consent of the Department, enter into written Subcontracts for the delivery or performance of services, as indicated in this ITB. Anticipated Subcontract Agreements known at the time of bid submission, must be disclosed, and the amount of the Subcontract must be identified in the Bid. If a Subcontract has been identified at the time of bid submission, a copy of the proposed Subcontract must be submitted to the Department. No Subcontract, which the Vendor enters into with respect to performance of any of its functions under the resultant Contract, shall in any way relieve the Vendor of any responsibility for the performance of its duties. All Subcontractors, regardless of function, who provide services on Department property, shall comply with the Department's security requirements, including background checks, and all other Contract requirements. All payments to Subcontractors shall be made by the Vendor.

If a Subcontractor is utilized by the Vendor, the Vendor shall pay the Subcontractor within seven working days after any payment is received from the Department, in accordance with Section 287.0585, F.S. It is understood, and agreed upon, that the Department shall not be held accountable to any Subcontractor for any expenses or liabilities incurred under the Subcontract, and that the Vendor shall be solely responsible to the Subcontractor for all expenses and liabilities under the Contract resulting from this ITB. If the Vendor fails to pay the Subcontractor within seven working days, the Vendor shall pay a penalty to the Subcontractor in the amount of one-half of one percent of the amount due, per day, from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed, and shall not exceed 15% of the outstanding balance due.

## **5.4 Copyrights, Right to Data, Patents and Royalties**

Where Contract activities produce original writing, sound recordings, pictorial reproductions, drawings, other graphic representation, and/or works of any similar nature, the Department has the right to use, duplicate and disclose such materials, in whole or in part, in any manner, for any purpose whatsoever, and to have others acting on behalf of the Department to do so also. If the materials so developed are subject to copyright, trademark, patent, legal title, then every right, interest, claim or demand of any kind, in and to any patent, trademark or copyright, or application for the same, will vest in the Florida Department of State for the exclusive use and benefit of the State. Pursuant to Section 286.021, F.S., no person, firm or corporation, including parties to the Contract resulting from this solicitation, 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 Vendor. All computer

programs and other documentation produced as part of the Contract shall become the exclusive property of the Florida Department of State, with the exception of data processing software developed by the Department pursuant to Section 119.084, F.S., and may not be copied or removed by any employee of the Vendor without express written permission of the Department.

The Vendor, 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 Vendor. The Vendor has no liability when such claim is solely and exclusively due to the combination, operation, or use of any article equipment or data not supplied by the Vendor, or is based solely and exclusively upon the Department's alteration of the article. The Department will provide prompt written notification of a claim regarding copyright or patent infringement, and will afford the Vendor full opportunity to defend the action and control the defense of such claim.

Further, if such a claim is made, or is pending, the Vendor may, at its option and expense, procure for the Department 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 to the Vendor upon its request and receive reimbursement, fees and costs, if any, as may be determined by a court of competent jurisdiction). If the Vendor uses any design, device, or material(s) covered by letter, patent or copyright, it is mutually agreed and understood, without exception, that the Contract prices shall include all royalties or costs arising from the use of such design, device, or materials.

## **5.5 Independent Contractor Status**

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

## **5.6 Assignment**

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

## **5.7 Severability**

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

## **5.8 Use of Funds for Lobbying Prohibited**

The Vendor agrees to comply with the provisions of Section 216.347, F.S., which prohibits the expenditure of State funds for the purposes of lobbying the Legislature, Judicial branch of government, or a State agency.



## **5.9 Employment of Department Personnel**

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

## **5.10 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; lack of knowledge by any Vendor shall not constitute a cognizable defense against the legal effect thereof.

## **5.11 Insurance**

The Vendor agrees to provide adequate, comprehensive insurance coverage, and to hold such insurance at all times during the existence of the Contract resulting from this solicitation. The Vendor accepts full responsibility for identifying and determining the type(s) and extent of insurance necessary to provide reasonable financial protection for the Vendor, and the Department, under the Contract resulting from this solicitation. At a minimum, such insurance shall include workers' compensation and employer's liability insurance, per Florida statutory limits, covering all employees engaged in any Contract work; commercial general liability coverage; and automobile liability insurance covering all vehicles, owned or otherwise, used in the Contract work. The 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 Vendor is a state agency or subdivision as defined in Section 768.28, F.S., the Vendor shall furnish the Department, upon request, written verification of liability protection in accordance with Section 768.28, F.S. Nothing herein shall be construed to extend any party's liability beyond that provided in Section 768.28, F.S.

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**ATTACHMENT I – PRICE PAGE  
FDC ITB-18-031**

Description of Services	Unit Price		Estimated Annual (per year) Usage		Weight		*Weighted Total Per Year
Price Per Road Mile for the provision of extradition services. Mileage shall be assessed on one-way ground mileage from the point of pickup to the point of drop-off	\$ _____ Per Mile	X	80,000 miles	X	40%	=	\$ _____
**Surcharge, if any, (in addition to rate per mile) for any pickup required at Court for Court appearance	\$ _____	X	5 occurrences	X	5%	=	\$ _____
**Surcharge (in addition to rate per mile) for specific date inmate/offender must be picked up	\$ _____	X	25 occurrences	X	26%	=	\$ _____
**Surcharge (in addition to rate per mile) for interstate detainer pickup	\$ _____	X	9 occurrences	X	9%	=	\$ _____
**Surcharge (in addition to rate per mile) <u>per day for each day</u> Contractor is provided less than the minimum ten (10) calendar days notice of required pickup	\$ _____	X	20 occurrences	X	20%	=	\$ _____
<b>Grand Total for Weighted Price (for Award Purposes Only)</b>							\$ _____

\*For bidding and award purposes only. Payment will be made at the Awarded Unit Prices.

\*\* If there is no surcharge, Vendor shall enter "0" for the Unit Price.

\_\_\_\_\_  
NAME OF VENDOR

\_\_\_\_\_  
FEID #

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
DATE

**ATTACHMENT II – LIST OF FACILITIES**

**FDC ITB-18-031**

<b>Region I</b>	
<p><b>Apalachee Correctional Institution East (Male)</b>                      35 Apalachee Drive                      Sneads, Florida 32460-4166                      (850) 718-0688                      Fax: (850) 593-6445</p>	<p><b>Apalachee Correctional Institution West (Male)</b>                      52 West Unit Drive                      Sneads Florida 32460-4165                      (850) 718-0577                      Fax: (850) 593-6445</p>
<p><b>Bay Correctional Facility (Male)</b>                      5400 Bayline Drive                      Panama City, FL 32404                      (850) 769-1455                      Fax: (850) 769-1942</p>	<p><b>Blackwater Correctional Facility (Male)</b>                      5914 Jeff Ates Road                      Milton, FL 32583                      (850) 983-4100                      Fax: (850) 983-4291</p>
<p><b>Calhoun Correctional Institution (Male)</b>                      19562 SE Institution Drive                      Blountstown, Florida 32424-5156                      (850) 237-6500                      Fax: (850) 237-6508</p>	<p><b>Century Correctional Institution (Male)</b>                      400 Tedder Road                      Century, Florida 32535-3659                      (850) 256-2600                      Fax: (850) 256-2335</p>
<p><b>Franklin Correctional Institution (Male)</b>                      1760 Highway 67 North                      Carrabelle, Florida 32322                      (850) 697-1100                      Fax: (850) 697-1108</p>	<p><b>Gadsden Correctional Institution (Female)</b>                      6044 Greensboro Highway                      Quincy, FL 32351                      (850) 875-9701                      Fax: (850)-875-9710</p>
<p><b>Gadsden Re-Entry Center (Male)</b>                      630 Opportunity Lane                      Havana, FL 32333                      (850) 539-2440                      Fax: (850) 539-2768</p>	<p><b>Graceville Correctional Facility (Male)</b>                      5168 Ezell Road                      Graceville, FL 32440                      (850) 263-5500                      Fax: (850) 263-1560</p>
<p><b>Gulf Correctional Institution (Male)</b>                      500 Ike Steele Road                      Wewahitchka, Florida 32465-0010                      (850) 639-1000                      Fax: (850) 639-1182</p>	<p><b>Gulf Correctional Institution Annex (Male)</b>                      699 Ike Steel Road                      Wewahitchka, FL 32465                      (850) 639-1509                      Fax: (850) 639-1508</p>
<p><b>Holmes Correctional Institution (Male)</b>                      3142 Thomas Drive                      Bonifay, Florida 32425-0190                      (850) 547-8813                      Fax: (850) 547-2915</p>	<p><b>Jackson Correctional Institution (Male)</b>                      5563 10th Street                      Malone, Florida 32445-3144                      (850) 569-2260                      Fax: (850) 569-2069</p>
<p><b>Jefferson Correctional Institution (Male)</b>                      1050 Big Joe Road                      Monticello, Florida 32344-0430                      (850) 342-0500                      Fax: (850) 997-0973</p>	<p><b>Liberty Correctional Institution (Male)</b>                      11064 N. W. Dempsey Barron Road                      Bristol, Florida 32321-9711                      (850) 643-9646                      Fax: (850) 643-9454</p>
<p><b>Northwest Florida Reception Center –Main (Male)</b>                      4455 Sam Mitchell Drive                      Chipley, Florida 32428-3501                      (850) 773-6100                      Fax: (850) 773-6252</p>	<p><b>Northwest Florida Reception Center- Annex (Male)</b>                      4455 Sam Mitchell Drive                      Chipley, Florida 32428-3501                      (850) 773-6500                      Fax: (850) 773-6611</p>
<p><b>Okaloosa Correctional Institution (Male)</b>                      3189 Colonel Greg Malloy Road                      Crestview, Florida 32539-6708                      (850) 682-0931                      Fax: (850) 689-7803</p>	<p><b>Santa Rosa Correctional Institution (Male)</b>                      5850 East Milton Road                      Milton, Florida 32583-7914                      (850) 983-5800                      Fax (850) 983-5907</p>
<p><b>Santa Rosa Correctional Institution Annex (Male)</b>                      5850 East Milton Road                      Milton, Florida 32583-7914                      (850) 981-7602                      Fax (850) 983-5907</p>	<p><b>Wakulla Correctional Institution (Male)</b>                      110 Melaleuca Drive                      Crawfordville, Florida 32327-4963                      (850) 410-1895                      Fax: (850) 410-0203</p>

<p><b>Wakulla Correctional Institution Annex (Male)</b>  110 Melaleuca Drive  Crawfordville, Florida 32327-4963  (850) 617-9224  Fax: (850) 921-4333</p>	<p><b>Walton Correctional Institution (Male)</b>  691 Institution Road  DeFuniak Springs, Florida 32433-1831  (850) 951-6435  Fax: (850) 951-1759</p>
<b>Region II</b>	
<p><b>Baker Correctional Institution (Male)</b>  20706 U.S. Highway 90 West  Sanderson, Florida 32087-0500  (386) 719-4500  Fax: (386) 719-4659</p>	<p><b>Columbia Correctional Institution (Male)</b>  216 S. E. Corrections Way  Lake City, Florida 32025-2013  (386) 292-7014  Fax: (386) 466-3012</p>
<p><b>Columbia Correctional Institution Annex (Male)</b>  216 S. E. Corrections Way  Lake City, Florida 32025-2013  (386) 292-7160  Fax: (386) 466-3202</p>	<p><b>Cross City Correctional Institution (Male)</b>  568 NE 255th Street  Cross City, Florida 32628  (352) 498-4767  Fax: (352) 498-4334</p>
<p><b>Florida State Prison (Male)</b>  7819 NW 228th Street  Raiford, Florida 32026-1000  (904) 368-2500  Fax: (904) 368-2732</p>	<p><b>Florida State Prison West Unit (Male)</b>  7819 NW 228th Street  Raiford, Florida 32026-1000  (904) 368-3000  Fax: (904) 368-3205</p>
<p><b>Hamilton Correctional Institution (Male)</b>  10650 SW 46th Street  Jasper, Florida 32052-1360  (386) 792-5822  Fax: (386) 792-5157</p>	<p><b>Hamilton Correctional Institution Annex (Male)</b>  10650 SW 46th Street  Jasper, Florida 32052-1360  (386) 792-5918  Fax: (386) 792-5260</p>
<p><b>Lake City Correctional Facility (Male, Youth)</b>  7906 East Highway 90  Lake City, FL 32055  (386) 755-3379  Fax: (386) 752-7202</p>	<p><b>Lancaster Correctional Institution (Male)</b>  3449 S. W. State Road 26  Trenton, Florida 32693-5641  (352) 463-4944  Fax: (352) 463-4340</p>
<p><b>Lawtey Correctional Institution (Male)</b>  22298 NE County Road 200 B  Lawtey, Florida 32058  (904) 782-2000  Fax: (904) 782-2005</p>	<p><b>Madison Correctional Institution (Male)</b>  382 Southwest MCI Way  Madison, Florida 32340-4430  (850) 973-5300  Fax: (904) 973-5339</p>
<p><b>Mayo Correctional Institution Annex (Male)</b>  8784 U.S. Highway 27 West  Mayo, Florida 32066-3458  (386) 294-4500  Fax: (386) 294-4534</p>	<p><b>New River Correctional Institution (Male)</b>  8000 N.W. 80<sup>th</sup> Place  Raiford, FL 32083  (904) 368-1461  Fax: (904) 368-1447</p>
<p><b>New River Correctional Institution Work Camp</b>  13600 NE 258<sup>th</sup> Court  Raiford, Florida 32083  (904) 368-1500  Fax: (904) 368-1437</p>	<p><b>Reception and Medical Center (Male)</b>  7765 South County Road 231  Lake Butler, Florida 32054-0628  (386) 496-6000  Fax: (386) 496-3287</p>
<p><b>Putnam Correctional Institution (Male)</b>  128 Yelvington Road  East Palatka, Florida 32131-2112  (386) 326-6800  Fax: (386) 312-2219</p>	<p><b>Suwannee Correctional Institution (Male, Adult &amp; Youth)</b>  5964 U.S. Highway 90  Live Oak, FL 32060  (386) 963-6530  (Fax) 963-6103</p>
<p><b>Reception and Medical Center West Unit (Male)</b>  8183 South West 152<sup>nd</sup> Loop  Lake Butler, Florida 32054  (386) 496-6002  Fax: (386) 486-4689</p>	<p><b>Taylor Correctional Institution (Male)</b>  8501 Hampton Springs Road  Perry, Florida 32348-8747  (850) 838-4000  Fax: (850) 838-4024</p>
<p><b>Suwannee Correctional Institution Annex (Male)</b>  5964 U.S. Highway 90  Live Oak, FL 32060  (386) 963-6531  (Fax) 963-6103</p>	<p><b>Tomoka Correctional Institution (Male)</b>  3950 Tiger Bay Road  Daytona Beach, Florida 32124-1098  (386) 323-1070  Fax: (386) 323-1116</p>

<p><b>Taylor Correctional Institution Annex (Male)</b>  8501 Hampton Springs Road  Perry, Florida 32348-8747  (850) 838-4002  Fax: (850) 838-4024</p>	<p><b>Union Correctional Institution (Male)</b>  7819 N. W. 228th Street  Raiford, Florida 32026-4000  (386) 431-2000  Fax: (386) 431-2016</p>
<b>Region III</b>	
<p><b>Avon Park Correctional Institution (Male)</b>  County Road 64 East  Avon Park, Florida 33826-1100  (863) 453-3174  Fax: (863) 452-3729</p>	<p><b>Central Florida Reception Center (Male)</b>  7000 H C Kelley Road  Orlando, FL 32831-2518  (407) 207-7777  Fax: (407) 249-6570</p>
<p><b>Central Florida Reception Center East Unit (Male)</b>  7000 H.C. Kelly Road  Orlando, FL 32831  (407) 207-7777  Fax: (407) 249-6570</p>	<p><b>Central Florida Reception Center South Unit (Male)</b>  7000 H.C. Kelly Road  Orlando, FL 32831  (407) 207-7777  Fax: (407) 249-6570</p>
<p><b>DeSoto Correctional Institution Annex (Male)</b>  13617 S. E. Highway 70  Arcadia, Florida 34266-7800  (863) 494-3727  Fax: (863) 993-7800</p>	<p><b>Florida Women's Reception Center (Female)</b>  3700 NW 111<sup>th</sup> Place  Ocala, FL 34482  (352) 840-8000  Fax: (352) 402-6602</p>
<p><b>Hardee Correctional Institution (Male)</b>  6901 State Road 62  Bowling Green, Florida 33834-9505  (863) 767-4500  Fax: (863) 767-4504</p>	<p><b>Hernando Correctional Institution (Female)</b>  16415 Springhill Drive  Brooksville, Florida 34604-8167  (352) 754-6715  Fax: (352) 797-5794</p>
<p><b>Lake Correctional Institution (Male)</b>  19225 U.S. Highway 27  Clermont, Florida 34715-9025  (352) 394-6146  Fax: (352) 394-3504</p>	<p><b>Lowell Correctional Institution (Female, Youth)</b>  11120 NW Gainesville Road  Ocala, Florida 34482-1479  (352) 401-5301  Fax: (352) 401-5331</p>
<p><b>Lowell Annex (Female)</b>  11120 NW Gainesville Road  Ocala, Florida 34482-1479  (352) 401-5301  Fax: (352) 401-5331</p>	<p><b>Marion Correctional Institution (Male)</b>  3269 NW 105<sup>th</sup> Street  Ocala, FL 34475  (352) 401-6400  Fax: (352) 840-5657</p>
<p><b>Polk Correctional Institution (Male)</b>  10800 Evans Road  Polk City, Florida 33868-6925  (863) 984-2273  Fax: (863) 984-3072</p>	<p><b>Sumter Correctional Institution (Male, Adult and Youth)</b>  9544 County Road 476B  Bushnell, FL 33513  (352) 569-6100  Fax (352) 569-6191</p>
<p><b>Sumter Correctional Institution Annex (Male, Youth)</b>  9544 County Road 476 B  Bushnell, FL 33513  (352) 569-6100  Fax: (352)569-6191</p>	<p><b>Zephyrhills Correctional Institution</b>  2739 Gall Boulevard  Zephyrhills, FL 33541  (813) 782-5521  Fax: (813) 780-0134</p>
<b>Region IV</b>	
<p><b>Charlotte Correctional Institution (Male)</b>  33123 Oil Well Road  Punta Gorda, Florida 33955-9701  (941) 833-8100  Fax: (941) 575-5747</p>	<p><b>Dade Correctional Institution (Male)</b>  19000 SW 377th Street  Florida City, Florida 33034-6409  (305) 242-1900  Fax: (305) 242-1881</p>
<p><b>Everglades Correctional Institution (Male)</b>  1599 S.W. 187th Avenue  Miami, Florida 33185-3701  (305) 480-4334  Fax: (305) 228-2039</p>	<p><b>Homestead Correctional Institution (Female)</b>  19000 S.W. 377th Street  Florida City, Florida 33034-6409  (305) 242-1700  Fax: (305) 242-2424</p>

<p><b>Martin Correctional Institution (Male)</b>  1150 S.W. Allapattah Road  Indiantown, Florida 34956-4397  (772) 597-3705  Fax: (772) 597-3742</p>	<p><b>Moore Haven Correctional Facility (Male)</b>  1282 East State Road 78  Moore Haven, FL 33471  (863) 946-2420  Fax: (863) 946-3437</p>
<p><b>Okeechobee Correctional Institution (Male)</b>  3420 NE 168th Street  Okeechobee, Florida 34972-4824  (863) 462-5400  Fax: (863) 462-5534</p>	<p><b>South Bay Correctional Facility (Male)</b>  600 U.S. Highway 27 South  South Bay, FL 33493  (561) 992-9505  Fax: (561) 992-9551</p>
<p><b>South Florida Reception Center (Male)</b>  14000 N.W. 41st Street  Doral, Florida 33178-3003  (305) 592-9567  Fax: (305) 499-2278</p>	<p><b>South Florida Reception Center South Unit (Male)</b>  13910 N.W. 41st Street  Doral, Florida 33178-3014  (305) 592-9567  Fax: (305)499-2278</p>

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**ATTACHMENT III - INTERSTATE AGREEMENT ON DETAINERS: FORM VI  
FDC ITB-18-031**

Five copies. All copies with Original signatures by the prosecutor and the agents, should be sent to the Agreement Administrator in the Receiving state. After signing all copies, the Agreement Administrator will retain one copy for the file, send one copy to the Warden, Superintendent or Director of the Institution in which the inmate is located, send one copy to the Agreement Administrator in the sending state, and return two copies to the prosecutor who will place one in the file and give one to the agents for use in establishing their authority.

**EVIDENCE OF AGENTS' AUTHORITY TO ACT FOR RECEIVING STATE**

TO: Bureau of Classification and Central Records, Agreement Administrator  
501 South Calhoun Street, Tallahassee, FL 32399-2500

\_\_\_\_\_ (Inmate's Name and Number)  
is confined in \_\_\_\_\_ (Institution) \_\_\_\_\_

\_\_\_\_\_ (Address) and will be taken into custody at  
said institution on a date to be determined or \_\_\_\_\_

\_\_\_\_\_ (actual date if known) for return to the County of  
\_\_\_\_\_, Florida for trial. In accordance with Article V (b), of said agreement, I  
have designated the following agent(s) whose typed name(s) and signature(s) appear below to return the inmate.

Dated: \_\_\_\_\_ Signed: \_\_\_\_\_  
(Prosecutor)

Typed Name/Title: \_\_\_\_\_  
County: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State: \_\_\_\_\_  
Telephone: \_\_\_\_\_

Agent(s) Typed Name(s) and Signature(s):

\_\_\_\_\_  
and/or

\_\_\_\_\_  
and/or

\_\_\_\_\_  
and/or

TO: Warden, Superintendent or Director

In accordance with the above representation and the provision of the Agreement on Detainers, the above listed agent(s) are hereby designated to return the above inmate to this jurisdiction for trial. At the completion of the trial, the inmate shall be returned to the institution listed above.

Agreement Administrator

Dated: \_\_\_\_\_ By: \_\_\_\_\_

## ATTACHMENT IV – SECURITY REQUIREMENTS FOR CONTRACTORS

### FDC ITB-18-031

- (1) F.S. 944.47: Except through regular channels as authorized by the officer-in-charge of the correctional institution, it is unlawful to introduce into or upon the grounds of any state correctional institution, or to take or attempt to take or send or attempt to send there from any of the following articles, which are hereby declared to be contraband.
  - (a) Any written or recorded communication or any currency or coin given or transmitted, or intended to be given or transmitted, to any inmate of any state correctional institution.
  - (b) Any article of food or clothing given or transmitted, or intended to be given or transmitted, to any inmate of any state correctional institution.
  - (c) Any intoxicating beverage or beverage which causes or may cause an intoxicating effect.
  - (d) Any controlled substance or any prescription or nonprescription drug having a hypnotic, stimulating or depressing effect.
  - (e) Any firearm or weapon of any kind or any explosive substance. (This includes any weapons left in vehicles)

A person who violates any provision of this section as it pertains to an article of contraband described in subsections (1) a & (1) b is guilty of a felony of the third degree. In all other cases, a violation of a provision of this section constitutes a felony of the second degree.

- (2) Do not leave keys in ignition of motor vehicles. All vehicles must be locked and windows rolled up when parked on state property. Wheel locking devices may also be required.
- (3) Keep all keys in your pockets.
- (4) Confirm, with the Institutional Warden, where construction vehicles should be parked.
- (5) Obtain formal identification (driver's license or non-driver's license obtained from the Department of Highway Safety and Motor Vehicles). This identification must be presented each time you enter or depart the institution and at the request of Departmental staff.
- (6) Absolutely no transactions between contract personnel and inmates are permitted. This includes, but is not limited to, giving or receiving cigarettes, stamps, or letters.
- (7) No communication with inmates, verbal or otherwise, is permitted without the authorization of the officer-in-charge.
- (8) Strict tool control will be enforced at all times. Tools within the correctional institution are classified as AA, A, or B. Class AA tools are defined as any tool that can be utilized to cut chain link fence fiber or razor wire in a rapid and effective manner. Class A tools are defined as those tools which, in their present form, are most likely to be used in an escape or to do bodily harm to staff or inmates. Class B tools are defined as tools of a less hazardous nature. Every tool is to be geographically controlled and accounted for at all times. At the end of the workday, toolboxes will be removed from the compound or to a secure area as directed by security staff. You must have two copies of the correct inventory with each tool box, one copy will be used and retained by security staff who will search and ensure a proper inventory of tools each time the tool box is brought into the facility, the other copy will remain with the tool box at all times. Tools should be kept to a minimum (only those tools necessary to complete your job). All lost tools must be reported to the Chief of Security (Colonel or Major) immediately. No inmate will be allowed to leave the area until the lost tool is recovered.



- (9) Prior approval must be obtained from the Chief of Security prior to bringing any powder-activated tools onto the compound. Strict accountability of all powder loads and spent cartridges is required.
- (10) All persons and deliveries to be on Departmental lands will enter and exit by only one designated route to be determined by the Department and subject to security checks at any time. As the security check of vehicles is an intensive and time consuming (10-15 minutes) process, the contractor is requested to minimize the number of deliveries.
- (11) Establish materials storage and working areas with the Warden and/or Chief of Security.
- (12) Control end-of-day construction materials and debris. Construction materials and debris can be used as weapons or as a means of escape. Construction material will be stored in locations agreed to by security staff and debris will be removed to a designated location. Arrange for security staff to inspect the project area before construction personnel leave. This will aid you in assuring that necessary security measures are accomplished.
- (13) Coordinate with the Warden and Chief of Security regarding any shutdown of existing systems (gas, water, electricity, electronics, sewage, etc.). Obtain institutional approval prior to shutting down any existing utility system. Arrange for alternative service (if required) and expeditious re-establishment of the shutdown system.
- (14) All staff and equipment will maintain a minimum distance of 100 feet from all perimeter fencing.
- (15) With the intent of maintaining security upon the institution's grounds, a background check will be made upon all persons employed by the contractor or who work on the project. The Department, represented by the Institution's Warden, reserves the right to reject any person whom it determines may be a threat to the security of the institution.

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**ATTACHMENT V – VENDOR’S CONTACT INFORMATION  
FDC ITB-18-031**

The Vendor shall identify the contact information as described below.

For solicitation purposes, the Vendor’s contact person shall be:

For contractual purposes, should the Vendor be awarded, the contact person shall be:

Name: \_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

\_\_\_\_\_

Fax: \_\_\_\_\_

\_\_\_\_\_

Email: \_\_\_\_\_

\_\_\_\_\_

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