



FLORIDA DEPARTMENT OF CORRECTIONS

Bureau of Procurement

INVITATION TO BID (ITB)

FOR

PELCO IP CAMERA SYSTEMS

FDC ITB-18-040

RELEASED ON

DATE: November 13, 2017

By the:

Florida Department of Corrections

Bureau of Procurement

501 S. Calhoun Street

Tallahassee, FL 32399-2500

(850) 717-3700

Refer ALL Inquiries to

Procurement Officer:

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TIMELINE
FDC ITB-18-040

EVENT	DATE/TIME	LOCATION
Release of ITB	November 13, 2017	Vendor Bid System: http://vbs.dms.state.fl.us/vbs/main_menu
Last day for Written Inquires to be Received by the Department	December 4, 2017 by 5:00 p.m., Eastern Time	Submit to: Florida Department of Corrections Gerri Faircloth, Procurement Officer Email: purchasing@fdc.myflorida.com
Anticipated Posting of Written Responses to Written Inquires	January 8, 2018	Vendor Bid System: http://vbs.dms.state.fl.us/vbs/main_menu
Sealed Bids Due and Opened	January 17, 2018 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	February 6, 2018	Vendor Bid System: http://vbs.dms.state.fl.us/vbs/main_menu

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 Pelco IP camera and recording equipment and associated hardware, along with initialization services to expand existing camera systems, within the parameters defined in this ITB.

1.2 Contract Term and Renewal

As a result of this ITB, the lowest responsive and responsible Bidder will be awarded a three (3) year Agency Term 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. Purchases may be accomplished through the issuance of MyFloridaMarketPlace (MFMP) Purchase Orders (PO).

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) ITB, 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. **Agency Term Contract (ATC)**: A written master agreement between the Department and awarded Bidder that is mandatory for use by the entire Department, under which POs shall be issued.
- b. **Bid**: A Bidder's response to this ITB, which the Bidder shall submit on approved forms.
- c. **Breach of Contract**: A failure of the Bidder(s) to perform services or provide commodities in accordance with the terms and conditions of the Contract which may result 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. **Department**: The Florida Department of Corrections (FDC).
- f. **Mandatory Responsiveness Requirements**: Terms, conditions, and requirements that must be met by the Bidder 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.
- g. **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 Bidder over other Bidders, has a potentially significant effect on the quantity or quality of items bid, or on the cost to the Department. Material deviations cannot be waived, and shall be the basis for determining a Bid non-responsive.

- h. Minor Irregularity:** A variation from the ITB terms and conditions, not affecting the price, not giving the Bidder an advantage or benefit not enjoyed by other Bidders; does not adversely impact the interests of the Department. A minor irregularity will not result in a rejection of a Bid.
- i. PCard:** Refers to the State of Florida's purchasing card program, using the Visa platform.
- j. Responsible Bidder:** A Bidder 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.
- k. Responsive Bid:** A Bid, submitted by a responsible Bidder, which conforms to all material aspects of the solicitation.
- l. Specifications:** The detailed conditions of the Contract, including technical specifications, and other descriptions of the work, as set forth in the Contract documents.
- m. Subcontract:** An agreement between the Bidder and any other person, or organization, wherein that person or organization agrees to perform any requirement(s) for the Bidder, specifically related to securing, or fulfilling, the Bidder's obligations to the Department, under the terms of the Contract resulting from this ITB.
- n. 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

This section contains the description of services that will be required in any Contract that may be executed as a result of this ITB. The awarded Vendor is to provide Pelco IP Camera and Samsung Analog CCTV components, as specified under this ITB. No substitutions will be accepted (see Section 2.3).

2.1 General Description of Services

- 2.1.1** The awarded Vendor shall provide Pelco IP camera and recording equipment and associated hardware along with initialization services to expand existing FDC camera systems, listed on Attachment I, Price Page.
- 2.1.2** The awarded Vendor shall be able to furnish professional services related to the installation of the Pelco Video Management Systems. The awarded Vendor shall furnish hourly rates for:
 - a. System architecture and design services for Pelco Video Management Systems; and
 - b. Programming and configuration of Pelco Video Management Systems.

2.1.3 The Department's normal business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday, Local Time. For any services required after the normal business hours, the awarded Vendor will be compensated in accordance with the after-hours rate listed on Attachment I, Price Page.

2.1.4 All professional services rendered by the awarded Vendor shall be performed by technicians holding Pelco Certifications for VideoXpert (VX) and Digital Sentry (DSSRV) Video Management Systems. The awarded Vendor shall demonstrate experience of at least three (3) previous successful installations of Pelco VX and DSSRV systems. Services will be requested on an as-needed basis.

2.2 Delivery

Product(s) shall be shipped Freight on Board (FOB) to the destination after receipt of a purchase order (PO). Deliveries must be made between 8:30 a.m. to 4:00 p.m., ET, Monday through Friday, unless otherwise stated herein or on a subsequent PO.

2.3 Vendor Substitutions

The awarded Vendor will be required to provide **only** the product(s) awarded. Substituted products delivered or provided to the Department without prior approval by the Department's Contract Administrator are prohibited, will be returned to the awarded Vendor at their expense, and may cause termination of the Contract.

In the event the product specified can no longer be provided, for reasons beyond the awarded Vendor's control; (i.e. product discontinuance), the awarded Vendor shall provide an alternate product request to the Department's Contract Administrator. The substituted product shall meet or exceed all terms, conditions, and specifications applicable to the original specified product. An alternate product sample shall be furnished to the Department for review prior to the acceptance.

2.4 Damaged Goods

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

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

2.5 Contractor Requirements

For work performed and/or delivery of product(s) under the resultant Contract, the awarded Vendor and its employees, agents, or subcontractors shall adhere to Attachment III, Security Guidelines.

SECTION 3.0 NON-TECHNICAL SPECIFICATIONS

3.1 Modifications after Contract Execution

During the term of the 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 Bidder 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 Bidder 30 days in advance of any Department-required changes to the technical specifications, and/or scope of service, which affect the Bidder'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 or Products

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

3.3 Mandatory Documentation

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

- (1) Price Page: Attachment I;
- (2) Bidder's Contact Information: Attachment IV; and
- (3) Drug Free Workplace form, Attachment VI, 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 Bidder 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 Bidder 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 Bidder or keep and maintain public records required by the Department to perform the service. If the Bidder transfers all public records to the Department upon completion of the contract, the Bidder shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Bidder keeps and maintains public records upon

completion of the contract, the Bidder 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 Bidder 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 Bidder to allow public access to all documents, papers, letters, or other material made or received by the Bidder in conjunction with the Contract, unless the records are exempt from Section 24(a) of Art. I of the State Constitution and either Section 119.07(1), F.S. or 119.071 F.S.

The Bidder 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 Bidder shall complete, sign, date, and return Attachment I, Price Page. By submitting a Bid(s) under this ITB, each Bidder warrants its agreement to the prices identified. Bids should be submitted with the most favorable pricing terms the Bidder 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.

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 Bidder 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.

3.7 Vendor Ombudsman

A Vendor Ombudsman has been established within the Florida Department of Financial Services. The duties of this office 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 contacting the Florida Department of Financial Services' at 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 Bidder 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 Bidder 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:

Amanda Braxton, Government Operation Consultant,
Division of Facilities Management and Building Construction
Florida Department of Corrections
600 S. Calhoun Street
Tallahassee, Florida 32399-2500
(850) 717-3925 (telephone)
(850) 922-2682 (facsimile number)
amanda.braxton@fdc.myflorida.com

The Contract Manager will:

- (1) Serve as the liaison between the Department and the successful Bidder;
- (2) Verify receipt of the deliverables from the successful Bidder, if applicable;
- (3) Submit requests for change orders, if applicable;
- (4) Review, verify, and approve invoices from the successful Bidder, if applicable;
- (5) Communicate with the Contract Administrator to process all amendments, renewals and termination of the Contract; and
- (6) Evaluate successful Bidder'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

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. The PUR 1001 is available at <http://dms.myflorida.com/content/download/2934/11780>.

4.2 Bidder 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.

Procurement Officer Contact Information:

Gerri Faircloth, Procurement Officer

Bureau of Procurement

Florida Department of Corrections

Email: purchasing@fdc.myflorida.com

Between the release of the solicitation, and the end of the 72 hour period following posting of notice of an intent to award (72 hour period excludes Saturdays, Sundays, and State holidays), Bidders 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, 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 (5) 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, are liable for any costs incurred by a Bidder 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 Bidder'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 Bidders 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 this 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 Bidder'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 (1) original Bid, and one (1) 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 Bidder submits a redacted copy of the Bid, as outlined in Section 3.18, the Bidder should submit one (1) redacted hard copy and one (1) 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 Bidder or its agents. All Bid responses shall become the property of the Department and shall not be returned to the Bidder. 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 Bidder 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 Bidders 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 Bid 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 Bidder with the lowest Grand Total Price, as specified on Attachment I, Price Page. The Bidder is required to bid on all products in order for their Bid to be considered responsive.

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

Bids must be firm prices, and where products are included, shall include all packaging, handling, shipping/delivery charges, and environmental and 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 Bidder, 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). **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 Bidder 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 Bidder are recognized as duly authorized expressions on behalf of the Bidder. Any discussion by a Bidder 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 Bidder'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 Bidder 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 Bidder. 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 Bidder 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 Bidder 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-1.033, 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 Bidder not registered in the MFMP VIP system, unless exempted by Rule. A Bidder not currently registered in the MFMP VIP system shall do so within five (5) 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.

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 Bidder 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 Bidder 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 Bidder on the cover, and shall be clearly titled "Redacted Copy." The redacted copy shall be provided to the Department at the same time the Bidder submits its response to the solicitation and must only exclude or redact those exact portions which are claimed confidential, proprietary, or trade secret. The Bidder 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 Bidder shall protect, defend, and indemnify the Department for any and all claims arising from or relating to Bidder's determination that the redacted portions of its response are confidential, proprietary, trade secret or otherwise not subject to disclosure. If the Bidder fails to submit a Redacted Copy with its response, the Department is authorized to produce the entire documents, data, or records submitted by the Bidder 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.” Bidders 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 Florida Department of Financial Services 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 found at: <https://flvendor.myfloridacfo.com/casappsp/cw9hsign.htm>. Frequently asked questions/answers related to this requirement can be found at: <https://flvendor.myfloridacfo.com/W-9%20faqs.pdf>. The Florida Department of Financial Services is ready to assist vendors with additional questions. You may contact their Customer Service Desk at 850-413-5519 or FLW9@myfloridacfo.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 Sections 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 Bidders, 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 Bidder 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, 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. The PUR 1000 is available at <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-, women-, and service-disabled veteran business enterprises in the economic life of the state. The State of Florida Mentor Protégé Program connects minority-, women-, and service-disabled veteran 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.

The state is dedicated to fostering the continued development and economic growth of small, minority-, women-, and service-disabled veteran business enterprises. Participation by a diverse group of Vendors doing business with the state is central to this effort. To this end, it is vital that small, minority-, women-, and service-disabled veteran business enterprises participate in the state's procurement process as both Contractors and sub-contractors in this Contract. Small, minority-, women-, and service-disabled veteran business enterprises are strongly encouraged to contribute to this Contract.

The Contractor shall submit documentation addressing diversity and describing the efforts being made to encourage the participation of small, minority-, women-, and service-disabled veteran business enterprises to the Department's Contract Manager, or designee.

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://www.dms.myflorida.com/agency_administration/office_of_supplier_diversity_osd.

Diversity in Contracting documentation should identify any participation by diverse contractors and suppliers as prime contractors, sub-contractors, vendors, resellers, distributors, or such other participation as the parties may agree. Diversity in Contracting documentation shall include the timely reporting of spending with certified and other minority/service-disabled

veteran business enterprises. Such reports must be submitted at least monthly and include the period covered, the name, minority code and Federal Employer Identification Number of each minority/service-disabled veteran vendor utilized during the period, commodities and services provided by the minority/service-disabled veteran business enterprise, and the amount paid to each minority/service-disabled veteran vendor on behalf of each purchasing agency ordering under the terms of this Contract.

5.2.2 Prison Rehabilitative Industries and Diversified Enterprises (PRIDE)

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

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

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

5.3 Subcontracts

The Bidder 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 Bidder enters into with respect to performance of any of its functions under the resultant Contract, shall in any way relieve the Bidder 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 Bidder.

If a Subcontractor is utilized by the Bidder, the Bidder shall pay the Subcontractor within seven (7) business 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 Bidder shall be solely responsible to the Subcontractor for all expenses and liabilities under the Contract resulting from this ITB. If the Bidder fails to pay the Subcontractor within seven (7) business days, the Bidder shall pay a penalty to the Subcontractor in the amount of one-half of one percent (1%) of the amount

due, per day, from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed, and shall not exceed 15% of the outstanding balance due.

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 Bidder. 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 Bidder without express written permission of the Department.

The Bidder, 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 Bidder. The Bidder 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 Bidder, 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 Bidder full opportunity to defend the action and control the defense of such claim.

Further, if such a claim is made, or is pending, the Bidder 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 Bidder upon its request and receive reimbursement, fees and costs, if any, as may be determined by a court of competent jurisdiction). If the Bidder 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 Bidder 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 Bidder 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 Bidder 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 Bidder.

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 Bidder 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 Bidder 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 Bidder shall not constitute a cognizable defense against the legal effect thereof.

5.11 Insurance

The Bidder 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 Bidder accepts full responsibility for identifying and determining the type(s) and extent of insurance necessary to provide reasonable financial protection for the Bidder, 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 Bidder 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 Bidder is a state agency or subdivision as defined in Section 768.28, F.S., the Bidder 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.

**ATTACHMENT I – PRICE PAGE
FDC ITB-18-040**

PELCO HARDWARE PARTS LIST				
Item #	Make	Part #	Description	Unit Price
ENDURA LAGACY EQUIPMENT				
1	Pelco	SM5200-04-US	Endura Video Management System, 3 TB, US Power	\$
2	Pelco	SM5200-SSD-40GB	Endura Replacement 40 GB SSD	\$
3	Pelco	DS-EN-HDD-4TB	Endura 3TB Replacement 3TB HDD	\$
4	Pelco	NSM5200-48-US	Network Storage Manager, 36TB, US Power Cord	\$
6	Pelco	WS5080-US	WS5080 Endura Workstation with WS5200, Advanced System Management Software	\$
7	Pelco	WS5200-MAP	Second Generation Mapping SW, Site License	\$
8	Pelco	PMCL624	24" LED Backlit 1080P Monitor	\$
9	CSS_Time Machines	TM2000A	GPS NTP+PTP Network Time Server	\$
9	Veracity	VTN-TN	VTN-TN-PRO TIMENET Pro Master NTP Time Server with Antenna	\$
10	Veracity	VPSU-12V-U	12V DC HIGHWIRE Power Supply	\$
DIGITAL SENTRY EQUIPMENT				
1	Pelco	DSSSRV2-040-US	4 TB	\$
2	Pelco	DSSSRV2-080-US	8 TB	\$
3	Pelco	DSSSRV2-120-US	12 TB	\$
4	Pelco	DSSSRV2-120RD-US	12 TB, RAID 5	\$
5	Pelco	DSSSRV2-160-US	16 TB	\$
6	Pelco	DSSSRV2-160RD-US	16 TB, RAID 5	\$
7	Pelco	DSSSRV2-200-US	20 TB	\$
8	Pelco	DSSSRV2-200RD-US	20 TB, RAID 5	\$
9	Pelco	DSSSRV2-240RD-US	24 TB, RAID 5	\$
10	Pelco	DS-SW-CAM	DSSRV License	\$
11	Pelco	ENC5400-4PORT	PCI Connection Card	\$
12	Pelco	ENC5516-US	16 Channel Analog Encoder	\$
IP CAMERAS AND EQUIPMENT				
1	Pelco	IMP121-1IS	Sarix Professional 2 Indoor Dome PoE/24V/12V, 1 MP	\$
2	Pelco	IMP121-1ES	Sarix Professional 2 Environmental Dome PoE/24V, 1 MP	\$
3	Pelco	IMPPM-1ER	Sarix Professional 2 Environmental Dome Pendant Adapter	\$
4	Pelco	WMVE-SR	Wall Mount Vandal Resistant Light Grey	\$
5	Pelco	PA101	Pole Adapter for EM1400, PM14, MM1000 Mounts; Minimum Pole Diameter 1.5 inch Mounting Straps Included	\$

VENDOR NAME: _____ FEIN: _____

6	Pelco	IMPPM-1I	Sarix Professional 2 Indoor Dome Pendant Adapter	\$
7	Pelco	NET5501-US	One Channel Encoder	\$
8	Pelco	NET5504-US	Four Channel Encoder	\$
9	Pelco	NET5508-US	Eight Channel Encoder	\$
10	Pelco	NET5516-US	Sixteen Channel Encoder	\$
11	Veracity	VOR-ORM-XT	OUTREACH MAX XT Ethernet and PoE Extender (48 – 56V PoE)	\$
12	Veracity	VOR-ORM	OUTREACH Max PoE – powered LAN & POE Extender (100m per unit)	\$
13	Engenius	EGS7228FP	24 Port Gigabit PoE Ethernet Switch	\$
14	Blackbox	LGB5128A	Fiber Switch 28 Port SFP	\$
15	Lynn Electronics	MC-SFP-SM-10K	Fiber SFP, 1000BaseFX Single Mode Non HP 10Km	\$
16	Lynn Electronics	MC-SFP-MM-2K	Fiber SFP, 1000BaseFX Multimode Non HP- 2Km	\$
17	Giest	2XPRT200-103D20TL5	1U Rackmount Power Distribution Module	\$
18	Schneider Electronic	SMX3000RMLV2U	UPS, 3KVA, 120V UPS	\$
19	Lynn Electronics	N/A	1 Meter Ethernet Cat5e Patch Cable	\$
20	Lynn Electronics	N/A	2 Meter Ethernet Cat5e Patch Cable	\$
21	Lynn Electronics	N/A	Single Mode 2M Patch Cable LC – ST	\$
22	Chatsworth	15053-703	Four Post Rack	\$
Total for Pelco Hardware				\$

VideoXpert Systems			
Item #	Model #	Description	Unit Price
VideoXpert Enterprise			
1	A1-KBD-3D-KIT2	VideoXpert™ Enhanced Keyboard & 3D Mouse Combo	\$
2	D10U-A2-ACC-US	VX Accessory Sever – US Cord	\$
3	D10U-A2-DEC-US	VX Enhanced Decoder w VESA Mount – US Cord	\$
4	E1-CMG-SVR-US	VideoXpert™ Enterprise Core and Media Gateway Server	\$
5	E1-COR-SVR-US	VideoXpert™ Enterprise Core Server	\$
6	E1-DSS-1UP	VideoXpert™ Enterprise DSSRV Migration License	\$
7	E1-MGW-SVR-US	VideoXpert™ Enterprise Media Gateway Server	\$
8	E1-NSM-1UP	VideoXpert™ Enterprise NSM5200 Migration License	\$
9	E1-OPS-WKS-US	VideoXpert™ Enterprise Work Station	\$
10	E1-OPS-WKS6-US	VideoXpert™ Enterprise Work Station with 6 Monitors	\$
11	E1-VSM-48-US	VideoXpert™ Enterprise NSM 48 TB Capacity	\$

VENDOR NAME: _____ FEIN: _____

12	E1-VXS-48-US	VideoXpert™ Enterprise VXS 48 TB Capacity Pwr – US	\$
13	E1-VXS-72-US	VideoXpert™ Enterprise VXS 72 TB Capacity Pwr – US	\$
14	E1-VXS-96-US	VideoXpert™ Enterprise VXS 96 TB Capacity Pwr - US	\$
VideoXpert Pro			
1	VXP-16C	16 Channel License	\$
2	VXP-1C	1 Channel License	\$
3	VXP-32C	32 Channel License	\$
4	VXP-4C	4 Channel License	\$
5	VXP-64C	64 Channel License	\$
6	VXP-8C	8 Channel License	\$
7	VXP-96C	96 Channel License	\$
8	VXP-E-12-J-S-16	VXP ECO, 12 TB, JBOD, 16 Camera License	\$
9	VXP-E-12-J-S-8	VXP ECO, 12 TB, JBOD, 8 Camera License	\$
10	VXP-E-4-J-S-16	VXP ECO, 4 TB, JBOD, 16 Camera License	\$
11	VXP-E-4-J-S-4	VXP ECO, 4 TB, JBOD, 4 Camera License	\$
12	VXP-E-4-J-S-8	VXP ECO, 4 TB, JBOD, 8 Camera License	\$
13	VXP-E-8-J-S-16	VXP ECO, 8 TB, JBOD, 16 Camera License	\$
14	VXP-E-8-J-S-4	VXP ECO, 8 TB, JBOD, 4 Camera License	\$
15	VXP-E-8-J-S-8	VXP ECO, 8 TB, JBOD, 8 Camera License	\$
16	VXP-F-20-5-S-16	VXP FLEX, 20 TB, RAID 5, 16 Camera License	\$
17	VXP-F-20-5-S-32	VXP FLEX, 20 TB, RAID 5, 32 Camera License	\$
18	VXP-F-20-5-S-64	VXP FLEX, 20 TB, RAID 5, 64 Camera License	\$
19	VXP-F-20-J-S-16	VXP FLEX, 20 TB, RAID 5, 16 Camera License	\$
20	VXP-F-20-J-S-32	VXP FLEX, 20 TB, RAID 5, 32 Camera License	\$
21	VXP-F-20-J-S-64	VXP FLEX, 20 TB, RAID 5, 64 Camera License	\$
22	VXP-F-28-J-S-16	VXP FLEX, 28 TB, JBOD, 16 Camera License	\$
23	VXP-F-28-J-S-32	VXP FLEX, 28 TB, JBOD, 32 Camera License	\$
24	VXP-F-28-J-S-64	VXP FLEX, 28 TB, JBOD, 64 Camera License	\$
25	VXP-F-4-J-S-16	VXP FLEX, 4 TB, JBOD, 16 Camera License	\$
26	VXP-F-4-J-S-32	VXP FLEX, 4 TB, JBOD, 32 Camera License	\$
27	VXP-F-4-J-S-8	VXP FLEX, 4 TB, JBOD, 8 Camera License	\$

VENDOR NAME: _____ FEIN: _____

28	VXP-F-8-J-S-16	VXP FLEX, 8 TB, JBOD, 16 Camera License	\$
29	VXP-F-8-J-S-32	VXP FLEX, 8 TB, JBOD, 32 Camera License	\$
30	VXP-F-8-J-S-8	VXP FLEX, 8 TB, JBOD, 8 Camera License	\$
31	VXP-P-20-5-S-16	VXP Power, 20 TB, RAID 5, 16 Camera Licenses	\$
32	VXP-P-20-5-S-32	VXP Power, 20 TB, RAID 5, 32 Camera Licenses	\$
33	VXP-P-20-5-S-64	VXP Power, 20 TB, RAID 5, 64 Camera Licenses	\$
34	VXP-P-20-5-S-96	VXP Power, 20 TB, RAID 5, 96 Camera Licenses	\$
35	VXP-P-20-J-S-16	VXP Power, 20 TB, JBOD, 16 Camera Licenses	\$
36	VXP-P-20-J-S-32	VXP Power, 20 TB, JBOD, 32 Camera Licenses	\$
37	VXP-P-20-J-S-64	VXP Power, 20 TB, JBOD, 64 Camera Licenses	\$
38	VXP-P-20-J-S-96	VXP Power, 20 TB, JBOD, 96 Camera Licenses	\$
39	VXP-P-28-5-S-16	VXP Power, 28 TB, RAID 5, 16 Camera Licenses	\$
40	VXP-P-28-5-S-32	VXP Power, 28 TB, RAID 5, 32 Camera Licenses	\$
41	VXP-P-28-5-S-64	VXP Power, 28 TB, RAID 5, 64 Camera Licenses	\$
42	VXP-P-5-S-96	VXP Power, 28 TB, RAID 5, 96 Camera Licenses	\$
43	VXP-P-6-J-S-16	VXP Power, 28 TB, RAID 6, 16 Camera Licenses	\$
44	VXP-P-28-6-S-32	VXP Power, 28 TB, RAID 6, 32 Camera Licenses	\$
45	VXP-P-28-6-S-64	VXP Power, 28 TB, RAID 6, 64 Camera Licenses	\$
46	VXP-P-28-6-S-96	VXP Power, 28 TB, RAID , 96 Camera Licenses	\$
47	VXP-P-28-J-S-16	VXP Power, 28 TB, JBOD, 16 Camera License	\$
48	VXP-P-28-J-S-32	VXP Power, 28 TB, JBOD, 32 Camera License	\$
49	VXP-P-28-J-S-64	VXP Power, 28 TB, JBOD, 64 Camera License	\$
50	VXP-P-28-J-S-96	VXP Power, 28 TB, JBOD, 96 Camera License	\$
51	VXP-P-8-J-S-16	VXP Power, 8 TB, JBOD, 16 Camera License	\$
52	VXP-P-8-J-S-32	VXP Power, 8 TB, JBOD, 32 Camera License	\$
53	VXP-P-8-J-S-64	VXP Power, 8 TB, JBOD, 64 Camera License	\$

VENDOR NAME: _____ FEIN: _____

54	VXP-SUP-1 Y	1 YEAR SOFTWARE UPGRADE PLAN, 1 CH	\$
55	VXP-SUP-3 Y	3 YEAR SOFTWARE UPGRADE PLAN, 1 CH	\$
56	VXP-WKS	VXP WORKSTATION, D11S	\$
57	VXS-HDD-6TB	VXS 6 TB REPLACEMENT DRIVE	\$
58	VXS-RAID	VXS LOW PROFILE INT RAID ADAPTER	\$
59	PROSRV-VXCSS	VideoXpert Onsite Certification and Training (3 Days at Facility)	\$
60	PROSRV-DSRVCSS	Digital Sentry Onsite Certification and Training (3 Days at Facility)	\$
Total for VideoXpert Systems			\$

OPTIONAL CAMERAS – PELCO BRAND

Item #	Model or Mount	Description with Mounts	Unit Price
Pan Tilt Zoom			
1	P1220-ESR1	General Purpose, 2 MP 20x zoom	\$
2	IWM24-SR	Wall Mount with 24 VAC	\$
3	PA402	Pole Adapter	\$
4	S6230-EGL1	Analytics, Low Light, 2 MP 30X	\$
Panaromic			
1	IMM12018-1EP	Multisensor, 180 Degree, Outdoor	\$
2	IMM12027-1EP	Multisensor, 270 Degree, Outdoor	\$
3	IMM12036-1EP	Multisensor, 360 Degree, Outdoor	\$
4	WMVE-SR	Wall Bracket	\$
5	PA101	Pole Adapter	\$
6	EVO-05LID	5MP Fisheye Mini 360 Degree, Indoor	\$
7	EVO-05NID	5 MP Fisheye 360 Degree, Indoor	\$
8	EVO-05NMD	5 MP Fisheye 360 Degree, Outdoor	\$
9	EVO-05NCD	5 MP Fisheye 360 Degree, Concealed	\$
10	EVO-12NID	12 MP Fisheye 360 Degree, Indoor	\$
11	EVO-12NMD	12 MP Fisheye 360 Degree, Outdoor	\$
12	EVO-12NCD	12 MP Fisheye 360 Degree, Concealed	\$
Thermal Cameras			
1	TI314	Fixed, 384 x 288, 14.5 MM Lens, Analytics In/Out	\$
2	TI335	Fixed, 384 x 288, 35 MM Lens, Analytics In/Out	\$
3	TI350	Fixed, 384 x 288, 50 MM Lens, Analytics In/Out	\$
4	TI3100	Fixed, 384 x 288, 100 MM Lens, Analytics In/Out	\$
5	TI614	Fixed, 640 x 480, 14.5 MM Lens, Analytics In/Out	\$
6	TI635	Fixed, 640 x 480, 35 MM Lens, Analytics In/Out	\$
7	ESTI314-2N	PTZ, 348 x 288, 14.5 MM Lens Analytics 24 VAC	\$

VENDOR NAME: _____ FEIN: _____

8	ESTI335-2N	PTZ, 348 x 288, 35 MM Lens Analytics 24 VAC	
9	ESTI350-2N	PTZ, 348 x 288, 50 MM Lens Analytics 24 VAC	
10	ESTI3100-2N	PTZ, 348 x 288, 100 MM Lens Analytics 24 VAC	
Special Cameras			
1	IJP121-1IS	Micro Dome, 1 MP 2.8 MM Fixed Lens, Surface	
2	IJP1221-1IS	Micro Dome, 2 MP 2.8 MM Fixed Lens, Surface	
3	IWP121-1ES	Wedge, 1 MP 2.8 MM Fixed Lens, Surface	
4	IWP211-1ES	Wedge, 2 MP 2.8 MM Fixed Lens, Surface	
5	TM314	Thermography, 14.5 MM Fixed, Alarms	
6	TM335	Thermography, 35 MM Fixed, Alarms	
7	TM350	Thermography, 50 MM Fixed, Alarms	
8	IBD129-1	Vandal, Ligature Proof, Corner, 1.3 MP, Analytics	
9	IBD329-1	Vandal, Ligature Proof, Corner, 3 MP, Analytics	
Total for Optional Cameras			\$

SAMSUNG EQUIPMENT AND DVR HARDWARE				
Item #	Make	Part #	Description	Price
1	Samsung	SRD-1656D-4TB	16 CH Premium 1280 H DVR	\$
2	Samsung	SRX-AU121I	16 CH Audio Adapter	\$
3	Samsung	SCD-5080	Analog Indoor Dome Mount Camera 1000 TVL	\$
4	Samsung	SCV-5082	Analog Outdoor Dome Mount Camera IP66 1000 TVL	\$
5	Samsung	SBP-300WM1	Wall Mount Adapter	\$
6	Video Mount Products	DVR-LB1	DVR Enclosure	\$
7	Altronix	ALTV2416	Power Supply	\$
Total for Samsung Equipment and DVD Hardware				\$

Description of Hourly Rate	Unit Price
Normal hourly rate for system architecture and design services	\$
Normal hourly rate for on-site system programming and configuration	\$
After-hours rate for on-site system programming and configuration	\$
Total for Hourly Rates	\$
GRAND TOTAL FOR ALL CAMERA SYSTEMS, COMPONENTS, AND SERVICES	
	\$

NAME OF BIDDER

FEIN

SIGNATURE OF AUTHORIZED REPRESENTATIVE

DATE

**ATTACHMENT II – LIST OF FACILITIES
FDC ITB-18-040**

Region I	
<p>Apalachee Correctional Institution East (Male) 35 Apalachee Drive Sneads, Florida 32460-4166 (850) 718-0688 Fax: (850) 593-6445</p>	<p>Apalachee Correctional Institution West (Male) 52 West Unit Drive Sneads Florida 32460-4165 (850) 718-0577 Fax: (850) 593-6445</p>
<p>Century Correctional Institution (Male) 400 Tedder Road Century, Florida 32535-3659 (850) 256-2600 Fax: (850) 256-2335</p>	<p>Calhoun Correctional Institution (Male) 19562 SE Institution Drive Blountstown, Florida 32424-5156 (850) 237-6500 Fax: (850) 237-6508</p>
<p>Graceville Correctional Facility (Male) 5168 Ezell Road Graceville, FL 32440 (850) 263-5500 Fax: (850) 263-1560</p>	<p>Franklin Correctional Institution (Male) 1760 Highway 67 North Carrabelle, Florida 32322 (850) 697-1100 Fax: (850) 697-1108</p>
<p>Gulf Correctional Institution (Male) 500 Ike Steele Road Wewahitchka, Florida 32465-0010 (850) 639-1000 Fax: (850) 639-1182</p>	<p>Gadsden Re-Entry Center (Male) 630 Opportunity Lane Havana, FL 32333 (850) 539-2440 Fax: (850) 539-2768</p>
<p>Jackson Correctional Institution (Male) 5563 10th Street Malone, Florida 32445-3144 (850) 569-2260 Fax: (850) 569-2069</p>	<p>Gulf Correctional Institution Annex (Male) 699 Ike Steel Road Wewahitchka, FL 32465 (850) 639-1509 Fax: (850) 639-1508</p>
<p>Liberty Correctional Institution (Male) 11064 N. W. Dempsey Barron Road Bristol, Florida 32321-9711 (850) 643-9646 Fax: (850) 643-9454</p>	<p>Holmes Correctional Institution (Male) 3142 Thomas Drive Bonifay, Florida 32425-0190 (850) 547-8813 Fax: (850) 547-2915</p>
<p>Northwest Florida Reception Center- Annex (Male) 4455 Sam Mitchell Drive Chipley, Florida 32428-3501 (850) 773-6500 Fax: (850) 773-6611</p>	<p>Jefferson Correctional Institution (Male) 1050 Big Joe Road Monticello, Florida 32344-0430 (850) 342-0500 Fax: (850) 997-0973</p>
<p>Santa Rosa Correctional Institution (Male) 5850 East Milton Road Milton, Florida 32583-7914 (850) 983-5800 Fax (850) 983-5907</p>	<p>Northwest Florida Reception Center –Main (Male) 4455 Sam Mitchell Drive Chipley, Florida 32428-3501 (850) 773-6100 Fax: (850) 773-6252</p>
<p>Wakulla Correctional Institution (Male) 110 Melaleuca Drive Crawfordville, Florida 32327-4963 (850) 410-1895 Fax: (850) 410-0203</p>	<p>Okaloosa Correctional Institution (Male) 3189 Colonel Greg Malloy Road Crestview, Florida 32539-6708 (850) 682-0931 Fax: (850) 689-7803</p>
<p>Walton Correctional Institution (Male) 691 Institution Road DeFuniak Springs, Florida 32433-1831 (850) 951-6435 Fax: (850) 951-1759</p>	<p>Santa Rosa Correctional Institution Annex (Male) 5850 East Milton Road Milton, Florida 32583-7914 (850) 981-7602 Fax (850) 983-5907</p>

Wakulla Correctional Institution Annex (Male)
 110 Melaleuca Drive
 Crawfordville, Florida 32327-4963
 (850) 617-9224
 Fax: (850) 921-4333

REGION II

Baker Correctional Institution (Male)
 20706 U.S. Highway 90 West
 Sanderson, Florida 32087-0500
 (386) 719-4500
 Fax: (386) 719-4659

Columbia Correctional Institution Annex (Male)
 216 S. E. Corrections Way
 Lake City, Florida 32025-2013
 (386) 292-7160
 Fax: (386) 466-3202

Hamilton Correctional Institution (Male)
 10650 SW 46th Street
 Jasper, Florida 32052-1360
 (386) 792-5822
 Fax: (386) 792-5157

Columbia Correctional Institution (Male)
 216 S. E. Corrections Way
 Lake City, Florida 32025-2013
 (386) 292-7014
 Fax: (386) 466-3012

Cross City Correctional Institution (Male)
 568 NE 255th Street
 Cross City, Florida 32628
 (352) 498-4767
 Fax: (352) 498-4334

Florida State Prison (Male)
 7819 NW 228th Street
 Raiford, Florida 32026-1000
 (904) 368-2500
 Fax: (850) 368-2732

Florida State Prison West Unit (Male)
 7819 NW 228th Street
 Raiford, Florida 32026-1000
 (904) 368-3000
 Fax: (904) 368-3205

Lancaster Correctional Institution (Male)
 3449 SW State Road
 Trenton, Florida 32693-5641
 (352) 463-4944
 Fax: (352) 463-4340

Lawtey Correctional Institution (Male)
 22298 NE County Road 200 B
 Lawtey, Florida 32058
 (904) 782-2000
 Fax: (904) 782-2005

Madison Correctional Institution (Male)
 382 Southwest MCI Way
 Madison, Florida 32340-4430
 (850) 973-5300
 Fax: (904) 973-5339

Mayo Correctional Institution Annex (Male)
 8784 U.S. Highway 27 West
 Mayo, Florida 32066-3458
 (386) 294-4500
 Fax: (386) 294-4534

Hamilton Correctional Institution Annex (Male)
 10650 SW 46th Street
 Jasper, Florida 32052-1360
 (386) 792-5918
 Fax: (386) 792-5260

Putnam Correctional Institution (Male)
 128 Yelvington Road
 East Palatka, Florida 32131-2112
 (386) 326-6800
 Fax: (386) 312-2219

Lancaster Correctional Institution (Male)
 3449 S. W. State Road 26
 Trenton, Florida 32693-5641
 (352) 463-4944
 Fax: (352) 463-4340

Reception and Medical Center West Unit (Male)
 8183 South West 152nd Loop
 Lake Butler, Florida 32054
 (386) 496-6002
 Fax: (386) 486-4689

Madison Correctional Institution (Male)
 382 Southwest MCI Way
 Madison, Florida 32340-4430
 (850) 973-5300
 Fax: (904) 973-5339

Suwannee Correctional Institution Annex (Male)
 5964 U.S. Highway 90
 Live Oak, FL 32060
 (386) 963-6531
 (Fax) 963-6103

New River Correctional Institution (Male)
 8000 N.W. 80th Place
 Raiford, FL 32083
 (904) 368-1461
 Fax: (904) 368-1447

Taylor Correctional Institution Annex (Male)
 8501 Hampton Springs Road
 Perry, Florida 32348-8747
 (850) 838-4002
 Fax: (850) 838-4024

Reception and Medical Center (Male)
 7765 South County Road 231
 Lake Butler, Florida 32054-0628
 (386) 496-6000
 Fax: (386) 496-3287

Suwannee Correctional Institution (Male, Adult & Youth)
 5964 U.S. Highway 90
 Live Oak, FL 32060
 (386) 963-6530
 (Fax) 963-6103

Taylor Correctional Institution (Male)
 8501 Hampton Springs Road
 Perry, Florida 32348-8747
 (850) 838-4000
 Fax: (850) 838-4024

<p>Tomoka Correctional Institution (Male) 3950 Tiger Bay Road Daytona Beach, Florida 32124-1098 (386) 323-1070 Fax: (386) 323-1116</p>	<p>Union Correctional Institution (Male) 7819 NW 228th Street Raiford, Florida 32026-4000 (386) 431-2000 Fax: (386) 431-2016</p>
Region III	
<p>Avon Park Correctional Institution (Male) County Road 64 East Avon Park, Florida 33826-1100 (863) 453-3174 Fax: (863) 452-3729</p>	<p>Central Florida Reception Center East Unit (Male) 7000 H.C. Kelly Road Orlando, FL 32831 (407) 207-7777 Fax: (407) 249-6570</p>
<p>Central Florida Reception Center (Male) 7000 H C Kelley Road Orlando, FL 32831-2518 (407) 207-7777 Fax: (407) 249-6570</p>	<p>Central Florida Reception Center South Unit (Male) 7000 H.C. Kelly Road Orlando, FL 32831 (407) 207-7777 Fax: (407) 249-6570</p>
<p>DeSoto Correctional Institution Annex (Male) 13617 SE Highway 70 Arcadia, Florida 34266-7800 (863) 494-3727 Fax: (836) 993-7800</p>	<p>Florida Women's Reception Center (Female) 3700 NW 111th Place Ocala, FL 34482 (352) 840-8000 Fax: (352) 402-6602</p>
<p>Hardee Correctional Institution (Male) 6901 State Road 62 Bowling Green, Florida 33834-9505 (863) 767-4500 Fax: (863) 933-4505</p>	<p>Hernando Correctional Institution (Female) 16415 Springhill Drive Brooksville, Florida 34604-8167 (352) 754-6715 Fax: (352) 797-5794</p>
<p>Lake Correctional Institution (Male) 19225 U.S. Highway 27 Clermont, Florida 34715-9025 (352) 394-6146 Fax: (352) 394-3504</p>	<p>Lowell Correctional Institution (Female, Youth) 11120 NW Gainesville Road Ocala, Florida 34482-1479 (352) 401-5301 Fax: (352) 401-5331</p>
<p>Lowell Annex (Female) 11120 NW Gainesville Road Ocala, Florida 34482-1479 (352) 401-5301 Fax: (352) 401-5331</p>	<p>Marion Correctional Institution (Male) 3269 NW 105th Street Ocala, FL 34475 (352) 401-6400 Fax: (352) 840-5657</p>
<p>Polk Correctional Institution (Male) 10800 Evans Road Polk City, Florida 33868-6925 (863) 984-2273 Fax: (863) 984-3072</p>	<p>Sumter Correctional Institution (Male, Adult and Youth) 9544 County Road 476B Bushnell, FL 33513 (352) 569-6100 Fax (352) 569-6191</p>
<p>Sumter Correctional Institution Annex (Male, Youth) 9544 County Road 476 B Bushnell, FL 33513 (352) 569-6100 Fax: (352)569-6191</p>	<p>Zephyrhills Correctional Institution 2739 Gall Boulevard Zephyrhills, FL 33541 (813) 782-5521 Fax: (813) 780-0134</p>
Region IV	
<p>Charlotte Correctional Institution (Male) 33123 Oil Well Road Punta Gorda, Florida 33955-9701 (941) 833-8100 Fax: (941) 575-5747</p>	<p>Dade Correctional Institution (Male) 19000 SW 377th Street Florida City, Florida 33034-6409 (305) 242-1900 Fax: (305) 242-1881</p>
<p>Everglades Correctional Institution (Male) 1599 S.W. 187th Avenue Miami, Florida 33185-3701 (305) 480-4334 Fax: (305) 228-2039</p>	<p>Homestead Correctional Institution (Female) 19000 S.W. 377th Street Florida City, Florida 33034-6409 (305) 242-1700 Fax: (305) 242-2424</p>

<p>Martin Correctional Institution (Male) 1150 SW Allapattah Road Indiantown, Florida 34956-4397 (772) 597-3705 Fax: (772) 597-3742</p>	<p>Okeechobee Correctional Institution (Male) 3420 NE 168th Street Okeechobee, Florida 34972-4824 (863) 462-5400 Fax: (863) 462-5534</p>
<p>South Florida Reception Center (Male) 14000 N.W. 41st Street Doral, Florida 33178-3003 (305) 592-9567 Fax: (305) 499-2278</p>	

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ATTACHMENT III – SECURITY REQUIREMENTS FOR CONTRACTORS

FDC ITB-18-040

- (1) Per Section 944.47, Florida Statutes (F.S.) 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 any of the following items, which are considered, unless authorized by the officer-in-charge of the correctional institution.
 - Any written or recorded communication to any inmate of any state correctional institution.
 - Any currency or coin given or transmitted, or intended to be given or transmitted to any inmate of any state correctional institution.
 - Any article of food or clothing given or transmitted, or intended to be given or transmitted, to any inmate of any state correctional institution.
 - Any intoxicating beverage or beverage which causes, or may cause, an intoxicating effect.
 - Any controlled substance or any prescription or nonprescription drug having a hypnotic, stimulating, or depressing effect.
 - Any firearm or weapon of any kind or any explosive substance, including any weapons left in vehicles on the grounds of a state correctional institution).

A person, who violates any provision of Section 944.47, F.S., as it pertains to an article of contraband, is guilty of a felony.

- (1) Do not leave keys in the 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.
- (2) All keys must be kept in pockets at all times.
- (3) Confirm with the Institutional Warden where construction vehicles should be parked.
- (4) Obtain formal identification (driver's license or non-driver's license identification obtained from the Florida Department of Highway Safety and Motor Vehicles or equivalent agency in another state), that must be presented each time Contractor staff enter or depart the Institution and as requested by Department staff.
- (5) Absolutely no transactions between Contract personnel and inmates are permitted. This includes, but is not limited to, giving or receiving cigarettes, stamps, or letters.
- (6) No communication with inmates, verbal or otherwise, is permitted without the authorization of the Institution's Officer-in-Charge (OIC).
- (7) 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 the Department's security staff. The Contractor must maintain two copies of the correct inventory with each tool box, one copy will be used and retained by the Department's security staff, who will search and ensure a proper inventory of tools each time the tool box is brought into the Institution, 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 the job). All lost tools must be reported to the Institution's Chief of Security (Colonel or Major) **immediately**. No inmate will be allowed to leave the area until the lost tool is recovered.

- (8) Approval must be obtained from the Institution's Chief of Security prior to bringing any powder-activated tools into the Institution. Strict accountability of all powder loads and spent cartridges must be maintained at all times.
- (9) All persons and deliveries to be on Department property 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 should minimize the number of deliveries.
- (10) Establish materials storage and working areas with the Institution's Warden and/or Chief of Security.
- (11) Control end-of-day construction materials and debris. Construction materials and debris can be used by inmates as weapons or as a means of escape. Construction material will be stored in locations agreed to by Department security staff and debris will be removed or moved to a designated location. Contractor should arrange for the Department's security staff to inspect the project area before construction personnel leave. This will aid the Contractor in assuring that necessary security measures are taken.
- (12) Coordinate with the Institution's Warden and Chief of Security regarding any shutdown of existing systems (gas, water, electricity, electronics, sewage, etc.). Institutional approval is required **prior** to shutting down any existing utility system. The Contractor should arrange for alternative service, if required, and expeditious re-establishment of the shutdown system.
- (13) All Contractor staff and equipment will maintain a minimum distance of 100 feet from all perimeter fencing, unless expressly authorized by the Institution's Warden.
- (14) For security purposes, a background check will be made upon all Contractor staff that provide services 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 IV – BIDDER’S CONTACT INFORMATION
FDC ITB-18-040**

The Bidder shall identify the contact information as described below.

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

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

Name: _____

Title: _____

Address: _____

Telephone: _____

Fax: _____

Email: _____

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ATTACHMENT V - PURCHASE ORDER TERMS AND CONDITIONS
FDC ITB-18-040

STATE OF FLORIDA
DEPARTMENT OF CORRECTIONS
AND
FLORIDA COMMISSION ON OFFENDER REVIEW
PURCHASE ORDER (PO) TERMS AND CONDITIONS

Revised: November, 2016

The following purchase order terms and conditions apply to all Vendors doing business with the Florida Department of Corrections and the Florida Commission on Offender Review.

For good and valuable consideration, received and acknowledged as sufficient, the parties agree to the following, in addition to the terms and conditions expressed in the MyFloridaMarketPlace (MFMP) Purchase Order (PO). By accepting this electronic Purchase Order, the Vendor agrees to be bound by these conditions and instructions. Where these terms and conditions may conflict with those incorporated by reference in the MFMP PO, these terms and condition shall supersede.

1. The Vendor is an independent contractor for all purposes hereof.
2. The laws of the State of Florida shall govern this PO and the venue for any legal actions arising here shall be Leon County, Florida.
3. The State of Florida's performance and obligation to pay under this PO is contingent upon annual appropriation by the Legislature.
4. The Vendor agrees to obtain and maintain during the PO term, commercial insurance of such type and with such terms and limits as may be reasonably associated with the goods and/or services purchased in the PO. This insurance may include but is not limited to Liability Insurance, Errors and Omissions Insurance and Workers Compensation Insurance.
5. The Vendor will comply, as required, with the Health Insurance Portability and Accountability Act (42 USC & 210, et seq.) and regulations promulgated thereunder (45 CFR Parts 160, 162, and 164). Health Information Technology for Economic and Clinical Health Act (HITECH), 42 U.S.C. 17935, 17921 and 17931 ET SEQ, and Section 945.10, Florida Statutes (F.S.).
6. The Vendor shall maintain confidentiality of all data, files, and records related to the goods and/or services provided pursuant to this PO that are confidential or exempt from disclosure, pursuant to Florida or Federal laws. The Vendor shall comply with all State and Federal laws, and the Department's Procedures 102.004, 102.006, 102.008 and 401.006. A copy of these procedures will be made available upon request. The Vendor shall also comply with any applicable professional standards of practice with respect to confidentiality of information.
7. The Vendor agrees to indemnify, defend, and hold the State of Florida, its officers, employees and agents harmless, to the full extent allowed by law, from all fines, claims, assessments, suits, judgments, or damages, consequential or otherwise. This will include court costs and attorneys' fees, arising out of any acts, actions, breaches, neglect or omissions of Vendor, its employees and agents, related to this PO, as well as for any determination arising out of or related to this PO, that the Vendor or Vendor's employees, agents, subcontractors, assignees or delagees are not independent contractors in relation to the Department. This PO does not constitute a waiver of sovereign immunity or consent by the Department, or the State of Florida, or its subdivisions to suit by third parties in any matter arising herefrom.

8. All patents, copyrights, and trademarks arising, developed or created in the course or as a result hereof are Department's property, and nothing resulting from Vendor's services or provided by the Department to Vendor may be reproduced, distributed, licensed sold or otherwise transferred without prior written permission of the Department. This paragraph does not apply to the Department's purchase of a license for Vendor's intellectual property.
9. If this PO is for personal services, the Vendor's staff assigned to this Contract 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 Contract period. The Department has full discretion to require the Vendor to disqualify, prevent, or remove any staff from any work under the Contract. The use of criminal history records and information derived from such records checks are restricted, pursuant to Section 943.054, F.S. The Department shall not disclose any information regarding the records check findings or criteria for disqualification or removal to the Vendor. The Department shall not confirm to the Vendor the existence or nonexistence of any criminal history record information. In order to carry out this records check, the Vendor shall provide the following data for any individual of the Vendor or Vendor's staff assigned to the Contract: Full name, Social Security Number, Race, Sex, Date of Birth, Driver's License Number and State of Issue. If requested, the Vendor's staff shall submit to fingerprinting by the Department for the background checks.
10. Section 287.057(17)(c), Florida Statutes, provides, "A person who receives a contract that has not been procured pursuant to subsections (1)-(3) to perform a feasibility study of the potential implementation of a subsequent contract, who participates in the drafting of a solicitation or who develops a program for future implementation, is not eligible to contract with the agency for any other contracts dealing with that specific subject matter, and any firm in which such person has any interest is not eligible to receive such contract. However, this prohibition does not prevent a vendor who responds to a request for information from being eligible to contract with an agency." The Department considers participation through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, or auditing or any other advisory capacity to constitute participation in drafting of the solicitation.
11. **TERMINATION:** This PO may be terminated by either party upon no less than 30 calendar days' notice, without cause, unless a lesser time is mutually agreed upon by both parties. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

In the event funds to finance this PO become unavailable, the Department may terminate the PO upon no less than 24 hours' written notice. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

The Department shall be the final authority as to the availability of funds. If any breach of the terms and conditions of the Department's PO or any of its incorporated documents occurs by the Vendor, and unless the provider's breach is waived by the Department in writing, the Department may, by written notice to the provider, terminate this PO upon no less than 24 hours' written notice. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. If applicable, the Department may employ the default provisions in Chapter 60A-1.006, Florida Administrative Code (F.A.C.). Waiver of breach of any provisions of this PO shall not be deemed to be a waiver of any other breach and shall not be constructed to be a modification of the terms of this PO. The provisions herein do not limit the Department's right to remedies at law or to damages.

12. The terms of this PO will supersede the terms of any and all prior or subsequent agreements you may have with the Department with respect to this purchase. Accordingly, in the event of any conflict, the terms of this PO shall govern.
13. As required by State of Florida Executive Order Number 11-116, the Vendor identified in this PO is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify employment eligibility of: all persons employed during the contract term by the Vendor to perform employment duties pursuant to the Contract, within Florida; and all persons, including subcontractors, assigned by the Vendor to perform work pursuant to the Contract with the Department. (<http://www.uscis.gov/e-verify>) Additionally, the Vendor shall include a provision in all subcontracts that requires all subcontractors to utilize the U.S. Department of Homeland Security's E-Verify system to verify employment eligibility of: all persons employed during the contract term by the Vendor to perform work or provide services pursuant to this Contract with the Department.
14. The employment of unauthorized aliens by any Vendor is considered a violation of Section 274A(E) of the Immigration and Nationality Act. If the Vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this PO.
15. No Vendors or any personnel assigned to provide goods and/or services, as specified by this PO, may be a convicted felon or have relatives either confined by or under supervision of the Department, unless an exception is granted by the Department prior to the rendering of goods and/or services.
16. The Vendor will comply with the national standards to prevent, detect, and respond to prison rape under the Prison Rape Elimination Act (PREA), Federal Rule 28 C.F.R. Part 115. The Vendor will also comply with all Department policies and procedures that relate to PREA, which will be made available to the Vendor upon request.
17. 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 this chapter 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 Contractor 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 Contractor or keep and maintain public records required by the Department to perform the service. If the Contractor transfers all public records to the Department upon completion of the Contract, the Contractor shall destroy any

duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department. Pursuant to §287.058(1)(c), F.S, the Department is allowed to unilaterally cancel the Contract for refusal by the Contractor to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with the Contract, unless the records are exempt from §24(a) of Art. I of the State Constitution and §119.07(1), F.S.

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

Florida Department of Corrections
ATTN: Public Records Unit
501 South Calhoun Street
Tallahassee, Florida 32399-2500
Telephone: (850) 717-3605
Fax: (850) 922-4355
Email: CO.PublicRecords@fdc.myflorida.com

18. 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.
19. If this PO exceeds \$1,000,000.00 in total, the Vendor agrees 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., the Vendor agrees the Department may immediately terminate the PO if the Vendor is found to be on or 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 PO.

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**ATTACHMENT VI – CERTIFICATION OF DRUG FREE WORKPLACE PROGRAM
FDC ITB-18-040**

Section 287.087, Florida Statutes provides that, where identical tie bids are received, preference shall be given to a bid received from a Vendor that certifies it has implemented a drug-free workforce program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or Contractual services that are under response a copy of the statement specified in Subsection (1).
4. In the statement specified in Subsection (1), notify the employees that, as a condition of working on the commodities or Contractual services that are under response, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 894, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on any employee who is so convicted or require the satisfactory participation in a drug abuse assistance or rehabilitation program as such is available in the employee's community.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of applicable laws, rules and regulations.

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

Company Name: _____

AUTHORIZED REPRESENTATIVE SIGNATURE

(Form revised 11/10/15)