



FLORIDA DEPARTMENT OF CORRECTIONS

Bureau of Procurement

REQUEST FOR PROPOSALS (RFP)

FOR

PERIMETER SECURITY SYSTEMS AT FLORIDA CORRECTIONAL INSTITUTIONS

FDC RFP-18-025

**RELEASED ON
November 17, 2017**

**By the:
Florida Department of Corrections
Bureau of Procurement
501 S. Calhoun Street
Tallahassee, FL 32399-2500
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**Refer ALL Inquiries to
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TABLE OF CONTENTS
FDC RFP-18-025

TIMELINE	4
SECTION 1.0 INTRODUCTION	5
1.1 Background	5
1.2 Statement of Purpose	5
1.3 Contract Term	5
1.4 Contract Renewal	5
1.5 Conflicts and Order(s) of Precedence	6
1.6 Definitions	6
SECTION 2.0 SCOPE OF SERVICES	8
SECTION 3.0 - PROCUREMENT RULES AND INFORMATION	8
3.2 Vendor Inquiries	8
3.3 Cost of Proposal Preparation	9
3.4 Identical Tie Proposals	9
3.5 Mandatory Responsive Requirements	9
3.6 Instructions for Proposal Submittal	10
3.7 Project Proposal Format and Contents	10
3.8 Response Opening	13
3.9 Evaluation Criteria	13
3.10 Disclosure of Response Contents	14
3.11 Basis of Award	14
3.12 Posting of Notice of Agency Decision	15
3.13 Disposal of Proposals	15
3.14 Rules for Withdrawal	15
3.15 Rejection of Proposals	15
3.16 Addenda	15
3.17 Verbal Instructions Procedure	15
3.18 No Prior Involvement and Conflict of Interest	15
3.19 State Licensing Requirements	16
3.20 MyFloridaMarketPlace (MFMP) Registration	16
3.21 Travel Expenses	16
3.22 Confidential, Proprietary, or Trade Secret Material	17
3.23 E-Verify	17
3.24 Vendor Substitute W-9	17
3.25 Scrutinized Companies	17
SECTION 4.0 SPECIAL CONDITIONS	18
4.2 State Initiatives	18
4.3 Subcontracts	20
4.4 Insurance	20
4.5 Copyrights, Right to Data, Patents and Royalties	21
4.6 Independent Contractor Status	21
4.7 Assignment	22
4.8 Severability	22
4.9 Use of Funds for Lobbying Prohibited	22
4.10 Reservation of Rights	22
4.11 Convicted Felons	22
4.12 Taxes	22
4.13 Safety Standards	22
4.14 Americans with Disabilities Act	22
4.15 Employment of Department Personnel	23
4.16 Legal Requirements	23
4.17 Conflict of Law and Controlling Provisions	23
4.18 Prison Rape Elimination Act (PREA)	23
4.19 Termination	23
4.20 Retention of Records	24
4.21 Indemnification	24
4.22 Inspector General	24

ATTACHMENT I SCOPE OF SERVICES (RESTRICTED)26
ATTACHMENT II COST INFORMATION SHEET27
ATTACHMENT III CERTIFICATION/ATTESTATION FORM38
ATTACHMENT IV BUSINESS REFERENCE FORM.....39
ATTACHMENT V REFERENCE QUESTIONNAIRE.....40
ATTACHMENT VI EVALUATION CRITERIA42
ATTACHMENT VII CERTIFICATION OF DRUG FREE WORKPLACE PROGRAM.....45
ATTACHMENT VIII VENDOR'S CONTACT INFORMATION.....46
ATTACHMENT IX NONDISCLOSURE FOR RESTRICTED INFORMATION.....46
ATTACHMENT X SECURITY REQUIREMENTS FOR CONTRACTORS.....47

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TIMELINE
FDC RFP-18-025

EVENT	DUE DATE	LOCATION
Release of RFP	November 17, 2017	Vendor Bid System (VBS): http://vbs.dms.state.fl.us/vbs/main_menu
Last Day for Written Inquires to be Received by the Department	December 11, 2017 Prior to 5:00 p.m., Eastern Time	Submit to: Florida Department of Corrections Bureau of Procurement, Gerri Faircloth purchasing@fdc.myflorida.com
Anticipated Posting of Written Responses to Written Inquires	January 17, 2018	Vendor Bid System (VBS): http://vbs.dms.state.fl.us/vbs/main_menu
Sealed Proposals Due and Opened	January 31, 2018 at 2:00 p.m., Eastern Time	Florida Department of Corrections Bureau of Procurement, Gerri Faircloth 501 South Calhoun Street Tallahassee, Florida 32399
Evaluation Team Meeting	February 9, 2018 at 2:00 p.m., Eastern Time	Florida Department of Corrections 501 South Calhoun Street Tallahassee, Florida 32399
Anticipated Posting of Recommended Award	March 5, 2018	Vendor Bid System (VBS): http://vbs.dms.state.fl.us/vbs/main_menu

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SECTION 1.0 INTRODUCTION

1.1 Background

Pursuant to Chapter 945, Florida Statutes (F.S.), the Florida Department of Corrections (Department) is responsible for the supervisory and protective care, custody, and control of all inmates. The Department is the third largest state prison system in the country, with approximately 100,000 inmates, and an operating budget of approximately \$4 billion. The Department has 150 facilities statewide, including: 50 major institutions, 17 institutional annexes, 33 work camps, six (6) road prisons/forestry camps, one (1) boot camp, 21 contracted community release centers, 13 Department-run community release centers, and four (4) re-entry centers.

The Department has divided the State into four (4) regions: Region I (the Panhandle), Region II (North Florida), Region III (Central Florida) and Region IV (South Florida). A map of the regions, and corresponding facilities, can be found at <http://www.dc.state.fl.us/facilities/index.html>. Each major institution is supervised by a Warden, who has full responsibility for the operation of the institution and all associated satellite facilities. Each Warden reports to the Regional Director of Institutions of their assigned region.

1.2 Statement of Purpose

The Department is requesting Proposals from qualified Vendors to repair and maintain current Perimeter Security Systems and provide and install any new Perimeter Security Systems that may be purchased as a result of this RFP. The System(s) shall include, but not be limited to, Fiber Optic Microphonic Fence Protection Systems, Electronic Microwave Fence Protection Systems, Non-Lethal Fence Systems, and Shock Vibration Detection Systems (SVDS).

The Department intends to award this solicitation, and subsequently contract with one (1) Vendor per Group outlined in this RFP.

1.3 Contract Term

As a result of this RFP, the awarded Vendor will be awarded a five (5) year Agency Term Contract. Purchases may be completed through the issuance of MyFloridaMarketPlace (MFMP) Purchase Orders (PO).

1.4 Contract Renewal

The Department may renew the Contract resulting from this RFP for up to five (5) additional years, or portions thereof, in accordance with Section 287.057(13), F.S., at the same prices, terms, and conditions. If the Department makes the determination to renew the Contract resulting from this RFP, it will provide written notice to the Vendor, no later than 90 days prior to the Contract expiration date.

1.5 Conflicts and Order(s) of Precedence

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

- a) Addenda, in reverse order of issuance
- b) Request for Proposal, including attachments
- c) General Contract Conditions (Form PUR 1000) (Section 4.1)
- d) General Instructions to Respondents (Form PUR 1001) (Section 3.1)

1.6 Definitions

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

- 1.6.1 **Agency Term Contract:** A written master agreement between the Department and the awarded Vendor that is mandatory for use by the Department, under which purchase orders shall be issued.
- 1.6.2 **Breach of Contract:** A failure of the Vendor(s) to perform in accordance with the terms and conditions of the Contract resulting from this RFP.
- 1.6.3 **Business Day:** Monday through Friday from 8:00 a.m. to 5:00 p.m., Local Time, excluding weekends and State Holidays.
- 1.6.4 **Contract:** The agreement between the successful Vendor and the Department resulting from this RFP.
- 1.6.5 **Contract Non-Compliance:** Failure to meet or comply with any requirement or term of the Contract.
- 1.6.6 **Corrective Action Plan (CAP):** A Vendor's written comprehensive plan to remedy deficiencies discovered in the course of Contract monitoring and/or discovered at any time during the term of the Contract.
- 1.6.7 **Day:** Calendar day, unless otherwise stated.
- 1.6.8 **Deliverables:** Those services, items and/or materials provided, prepared and delivered to the Department in the course of performance of the Contract.
- 1.6.9 **Department:** The Florida Department of Corrections (FDC).
- 1.6.10 **Evaluation Methodology:** The process utilized by the Department to evaluate the portions of the Proposal against pre-determined established evaluation criteria to determine scores and final ranking of qualified Vendors.
- 1.6.11 **False Alarms:** False alarms are those alarms for which no cause can be immediately determined and may be an intrusion, but prove to be otherwise. In this case, it refers to those alarms generated by a properly functioning processor and attached sensor due to an internal processing error.
- 1.6.12 **Mandatory Responsiveness Requirements:** Terms, conditions or requirements that must be met by the Vendor to be responsive to this solicitation.

Failure to meet these responsiveness requirements will cause rejection of a Proposal. Any Proposal rejected for failure to meet mandatory responsiveness requirements will not be further evaluated.

- 1.6.13 **Material Deviations:** The Department has established certain requirements with respect to Proposals submitted. The use of shall, must, or will (except to indicate the future) in this RFP 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 RFP's requirements, provides an advantage to one Vendor over other Vendors, has a potentially significant effect on the quality or quantity of services sought, or on the cost to the Department. Material deviations cannot be waived, and shall be the basis for determining a reply non-responsive.
- 1.6.14 **Microphonic Fence Protection System:** A fiber optic microphonic fence intrusion detection system that will operate as a primary protection system.
- 1.6.15 **Microwave Fence Protection System:** An electronic system that will operate as a secondary protection system designed to supplement the fiber optic Microphonic Fence Protection System.
- 1.6.16 **Minor Irregularity:** A variation from the RFP terms and conditions which does not affect the price of the Proposal, not give the Vendor an advantage, or benefit not enjoyed by the other Vendors or does not adversely impact the interests of the Department. A minor irregularity will not result in a rejection of a Proposal.
- 1.6.17 **Non-Lethal Fence System (NLEF):** A System that delivers a painful, non-lethal shock on every wire when touched, and shall correspond and work in conjunction with a Microwave Fence Protection System(s).
- 1.6.18 **Nuisance Alarms:** Nuisance alarms are defined as those alarms generated by properly functioning processor and attached sensor and the cause is known or suspected (animal, windblown debris or other) and is not an intentional intrusion attempt.
- 1.6.19 **Prison Rape Elimination Act (PREA):** Where used herein, refers to Part 115 of Title 28 of the Code of Federal Regulations (C.F.R.), National Standards to Prevent, Detect, and Respond to Prison Rape, under the "Prison Rape Elimination Act of 2003." The Act provides for analysis of the incidence and effects of prison rape in federal, state, and local institutions, and for information, resources, recommendations, and funding to protect individuals from prison rape.
- 1.6.20 **Responsible Vendor:** A Vendor who has the capability in all respects to fully perform the Contract requirements and the integrity and reliability that will assure good faith performance.
- 1.6.21 **Responsive Proposal:** A Proposal, submitted by a responsive and responsible Vendor that conforms in all material respects to the solicitation.

- 1.6.22 Subcontract:** An agreement entered into by the Vendor with any other person or organization that agrees to perform any performance obligation 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 RFP.
- 1.6.23 Shock Vibration Detection System (SVDS):** A primary protection system designed to supplement the Microwave Fence Protection System, to detect shock and vibration.
- 1.6.24 Value-Added Services:** Additional services the Vendor may offer to provide, at no additional cost to the Department, in addition to providing services which meet the minimum services requirements and specifications of this RFP.
- 1.6.25 Vendor, Respondent and Bidder:** A legally qualified corporation, partnership or other entity submitting a response/offer to the Department pursuant to this RFP.

SECTION 2.0 SCOPE OF SERVICES

Attachment I, Scope of Services is identified as "Restricted" and is not available for public viewing, but will be made available for interested Vendor's for the development of a response. To obtain a copy of the restricted information, Vendor's must email a signed copy of Attachment IX, Nondisclosure Agreement for Restricted Information, to the Procurement Officer at purchasing@fdc.myflorida.com. Once the Procurement Officer receives the signed agreement, the Department will provide the restricted information via email to the Vendor within one (1) business day. If you have trouble accessing any of the documents, please contact the Procurement Officer as soon as possible.

SECTION 3.0 - PROCUREMENT RULES AND INFORMATION

3.1 Instructions to Respondents (PUR 1001)

The General Instructions to Respondents are outlined in form PUR 1001 which is a downloadable document incorporated in this RFP by reference. Any terms and conditions set forth within this RFP 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>.

3.2 Vendor Inquiries

Questions related to this RFP 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.

If the Vendor is requesting an approved alternate, the alternate must be submitted during the Question and Answer period of the RFP.

Responses to 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 intention to award (the 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, 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. If you are 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).

Interested parties are encouraged to carefully review all the materials contained herein and prepare Proposals accordingly.

3.3 Cost of Proposal Preparation

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

3.4 Identical Tie Proposals

When evaluating Vendor responses to this RFP, where there is identical pricing or scoring from multiple Vendors, the Department shall determine the order of award in accordance with Rule 60A-1.011, F.A.C.

3.5 Mandatory Responsive Requirements

The following terms, conditions, or requirements must be met by the Vendor to be considered responsive to this RFP. These responsiveness requirements are mandatory. Failure to meet these responsiveness requirements will cause the Proposal to be deemed non-responsive. Copies of non-responsive Proposals will be retained in the RFP file.

3.5.1 It is mandatory that the Proposal is received by the Department by the date and time specified in the Timeline.

3.5.2 It is mandatory that the Vendor sign, have certified by a notary public, and return the Certification/Attestation Page, Attachment II. It should be inserted under Tab A of the Proposal.

3.5.3 It is mandatory that the Vendor complete, sign, and submit the Cost Information Sheet, Attachment I. It should be inserted in a separate envelope, and sealed separately.

3.5.4 It is mandatory that the Vendor complete Attachment VII, Vendor's Contract Information, and insert it under Tab A of the Proposal.

3.5.5 A letter of certification from the manufacturer shall be provided to the Department for each type of equipment and for the type of installation.

3.6 Instructions for Proposal Submittal

Each Proposal response shall be prepared simply and economically, providing a straightforward, concise delineation of the Vendor's capabilities to satisfy the requirements of this RFP. Elaborate bindings, colored displays, and promotional material are not desired. Emphasis in each Proposal must be on completeness and clarity of content. In order to expedite the review of the Proposals, it is essential that Vendors follow the format and instructions.

- Proposals may be sent by U.S. Mail, Courier, Overnight, or Hand Delivered to the location indicated in the Timeline;
- Electronic submission of Proposals will not be accepted;
- Proposals must be delivered on or before the Opening Date and Time, as stipulated in the Timeline. The Department's clocks will provide the official time for Proposal receipt and opening;
- All Proposals must be submitted in a sealed envelope/package with the relevant solicitation number and the date and time of the proposal opening shall be clearly marked on the outside of the envelope/package;
- Late Proposals will not be accepted;
- The completed Cost Information Sheet must be sealed in a separate envelope, but may be included in the package with the Proposal; and
- Vendors shall submit one (1) signed original Technical Proposal, five (5) hard copies, and six (6) electronic copies, in a searchable PDF format on CD or DVDs. The electronic copies should contain the entire Proposal, as submitted, including all supporting and signed documents. If the Vendor submits a redacted copy of the Proposal, as outlined in Section 3.23, the Vendor must submit one (1) redacted hard copy and one (1) electronic copy of their redacted Proposal in a searchable PDF format, on CD or DVD. The submitted CD/DVDs should not be "password protected."

3.7 Project Proposal Format and Contents

This section prescribes the format in which the Proposals are to be submitted. There is no intent to limit the content of the Proposal. Additional information deemed appropriate by the Vendor may be included, but should be placed within the relevant section. **Additional tabs beyond those designated in this section will not be evaluated.** The following paragraphs contain instructions that describe the required format for Proposals.

Proposals should be limited to a page size of eight and one-half by eleven inches (8.5" x 11"). Fold out pages may be used, where appropriate, but should not exceed five percent (5%) of the total number of pages of the entire Proposal. All pages should be sequentially numbered. It is recognized that existing financial reports, documents, or brochures, may not comply with the prescribed format. They will be acceptable in current form and need not be reformatted.

All Proposals should contain the sections outlined below. Those sections are called "Tabs." A "Tab," as used here, is a section separator, offset and labeled, such that the Evaluation Team can easily turn to "Tabbed" sections during the evaluation process.

3.7.1 Tab A – Executive Summary

The Proposal should include an Executive Summary (narrative) of the Vendor's method of delivering the required services, in compliance with the minimum requirements and Scope of Services outlined in the RFP. The synopsis should contain sufficient detail addressing all elements of the required service delivery and should be prepared in such a manner that will clearly indicate the Vendor's understanding of, and intent to comply with, the requirements set forth in the RFP. The Executive Summary shall be signed by a representative of the Vendor authorized to bind the corporate entity submitting the Proposal and should be inserted under **Tab A** of the Proposal. The Executive Summary should also contain information addressing each of the following requirements:

3.7.1.1 Business/Corporate Background

The following corporate details for the Vendor and each Subcontractor, if applicable, should be provided.

- a. Date established;
- b. Ownership (public company, partnership, subsidiary, etc.);
- c. Federal tax identification number (FEIN);
- d. Primary type of business and the number of years conducting primary business;
- e. Total number of employees; and
- f. National accreditations, memberships in professional associations, or other similar credentials.

3.7.1.2 Proof that the Vendor is registered to do business in Florida, evidenced by Articles of Incorporation or Fictitious Name Registration or Business License and, if applicable, a copy of the most recent Certification of Good Standing. This information may be obtained from the Florida Secretary of State's Office.

3.7.1.3 A statement disclosing the name of any officer, director, employee or other agent who is also an employee of the State and the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Vendor or its affiliates, including parent corporations. If no officer, director, employee or other agent of the Vendor is also an employee of the State or no State employee owns a five percent (5%) interest in the Vendor or its' affiliates or parent corporation, a statement to that effect, as applicable, should be provided.

3.7.1.4 A statement from any proposed subcontractor acknowledging acceptance of, and intent to be bound by the Contract terms to be included in the Department's Contract should the Vendor be awarded any Contract resulting from this RFP. The statement shall bear an original

signature from a person authorized to legally bind the subcontractor. The proposed subcontractor shall also be licensed in the State of Florida.

3.7.1.5 A statement certifying that the Vendor has no interest, and shall not acquire any interest which will conflict with their performance of the services required under this RFP.

3.7.1.6 The Vendor shall also identify all entities of or related to the Vendor (including parent company and subsidiaries of the parent company; divisions or subdivisions of parent company or of Vendor), that have ever been convicted of fraud or of deceit or unlawful business dealings whether related to the services contemplated by this RFP or not, or entered into any type of settlement agreement concerning a business practice, including services contemplated by this RFP, in response to a civil or criminal action, or have been the subject of any complaint, action, investigation or suit involving any other type of dealings contrary to federal, state, or other regulatory agency regulations. The Vendor shall identify the amount of any payments made as part of any settlement agreement, consent order, or conviction. If there have been none, a statement should be provided to this effect.

3.7.1.7 A completed Attachment VIII, Vendor Contact Information.

3.7.1.8 A signed and certified Attachment III, Certification/Attestation Form, as required in Section 3.18.

3.7.2 Tab B - Business/Corporate Experience and Qualifications

The Proposal shall include a summary of the Vendor's experience and qualifications that are relevant to projects of similar size and scope. The summary shall include the quantity of qualified installation and service technicians, the extent the Vendor demonstrates the ability to provide timely response and service regarding installation, maintenance, or supply parts, and the experience working in or with correctional facilities. The Business Reference Form, Attachment III, shall be included as part of this section.

3.7.3 Tab C – Technical Specifications

Technical specifications shall include a description of the Vendor's system(s) or equipment that meet or exceed the needs of the project. The system(s) and equipment shall have been utilized and tested in a correctional environment for a minimum of five (5) years, and have the understanding of the overall security requirements in the correctional environment.

3.7.4 Tab D – Cost Information Sheet

Cost Information Sheet, Attachment I, should be submitted with the most favorable terms the Vendor can offer. Where applicable, provide the percentage discount available to the Department. The Department may reject any and all Proposals that are conditional, incomplete, or which contain irregularities, as these will be deemed a counteroffer.

By submitting an offer under this RFP, each Vendor warrants its agreement to the

prices submitted. Any qualifications, counter offers, deviations, or challenges may render the entire Proposal non-responsive.

The Cost Information Sheet should identify the name of the Vendor, and date of submission, and shall bear the signature of a Business/Corporate Representative authorized to bind the Vendor to the prices submitted. The Cost Information Sheet should be sealed separately, but should be able to be easily inserted into Tab D upon the Cost Reply opening.

All calculations will be verified for accuracy by the Department's Bureau of Procurement staff. In the event a mathematical error is identified, unit prices submitted by the Vendor will prevail.

3.8 Response Opening

Proposals are due, and will be publicly opened, at the time, date and location specified in the Timeline. Responses received late (after opening date and time) will not be accepted or considered and no modification by the Vendor of the submittal will be allowed, unless the Department has made a request for additional information. No Department staff will be held responsible for the inadvertent opening of a Proposal not properly sealed, addressed or identified. The name of all Vendors submitting Proposals will be made available to interested parties, after the Proposal opening, upon written request to the Procurement Officer.

3.9 Evaluation Criteria

In order to assist the Vendor in the development of their Proposal and to facilitate Proposal review, and evaluation by the Department, the Vendor should provide the Section Reference (in column) for the requested information located in the Evaluation Criteria (Attachment VII), which shall cross reference the contents of Vendor's Proposal, and will be used by the Department for the review and evaluation of Proposals. **The Vendor should indicate at the bottom of each sheet the Vendor's name.** The Vendor shall leave remaining fields blank for completion by evaluators.

3.9.1 Evaluation of Proposals

Following the opening, the Department will conduct a review of Mandatory Requirements/Fatal Criteria as a pass or fail. If the Proposal passes, the Proposal will then be evaluated and scored, based on the established criteria defined in Attachment V. Evaluation sheets will be used by the Evaluation Team to designate the point value assigned to each Proposal for Category 1 - Business/Corporate Experience and Qualifications, Category 2 – Technical Specifications, and Category 3 – Price.

The evaluation will involve the point scoring of each criterion in each category. The following shows the maximum number of points that may be awarded for each category:

Category 1 - Business/Corporate Experience and Qualifications – Tab B	40 points
Category 2 – Technical Specifications	40 points
Category 3 - Price	100 points
TOTAL POSSIBLE POINTS	180 points

3.9.1.1 Evaluators will independently score each criterion within a category. Each Evaluator's score for each category will be combined and averaged to determine the point value. Each Vendor's point value for each category will then be combined, and added to the cost point value to determine final scores.

The Evaluation Criteria, Attachment V, includes the questions that have been developed for each category. A score should be assigned by the Department's evaluators to each question as follows:

- Poor:** Not included in the Proposal or below minimum requirements; demonstrates insufficient understanding of the project, demonstrates poor programmatic capability, and is not clearly presented.
- Adequate:** Meets minimum requirements; demonstrates general understanding of the project, acceptable programmatic capability.
- Good:** Above minimum requirements; Vendor(s) has a good approach with above-average understanding of the project, and above average programmatic capability.
- Exceptional:** Exceeds minimum requirements; demonstrates superior understanding of the project, excellent and innovative programmatic capability, an outstanding approach and clarity in presentation.

3.9.1.2 The Vendor with the lowest price will receive 75 cost points and the Vendor with the highest percentage will receive 25 cost points. All other cost proposals will receive points according to the following formula:

$$((N/X \times 75) + (A/B \times 25)) = Z$$

Where: N = Lowest Grand Total Price received by any cost proposal, per fencing system
X = Vendor's Grand Total Price per fencing system
A = Vendor's Total Discount
B = Highest Discount received by any cost proposal, per fencing system
Z = Cost Point Awarded

3.10 Disclosure of Response Contents

All documentation produced as part of this RFP shall become the exclusive property of the Department and may not be removed by the Vendor or its agents. All Proposals 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 Proposal. Selection or rejection of a Proposal shall not affect this right.

3.11 Basis of Award

A Contract will be awarded to the responsible and responsive Vendor who receives the greatest Grand Total Points (combining technical and cost points) for each fencing manufacturer, including new fencing systems, repair parts, labor, and accessories. The Department reserves the right to award a Contract, in whole, or for part of the work provided by this Solicitation. The Department reserves the right to accept, or reject any

and all offers, or separable portions, and to waive any minor irregularity, technicality, or omission if the Department determines doing so will serve the best interest of the State.

3.12 Posting of Notice of Agency Decision

The Department shall post a public notice of agency action when the Department has made a decision to award a Contract, reject all Proposals, or to cancel or withdraw the solicitation.

The Notice of Agency Decision will be posted on or about the date shown in the Timeline, and will remain posted for a period of 72 hours (Saturdays, Sundays, and State holidays shall be excluded in the computation of the 72 hour time period). Posting will be made available on the Vendor Bid System at http://vbs.dms.state.fl.us/vbs/main_menu.

3.13 Disposal of Proposals

All Proposals 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. Selection or rejection of the Proposal will not affect this right.

3.14 Rules for Withdrawal

A submission may be withdrawn by submitting a written request for its withdrawal to the Department, signed by an authorized representative of the Vendor, within 72 hours after the Proposal submission date indicated in the Timeline. Any submitted response shall remain valid for 365 days after the opening date.

3.15 Rejection of Proposals

The Department shall reject any or all Proposals containing material deviations. In determining whether a Proposal contains a material deviation or a minor irregularity, the Department will use the definitions of those terms set forth in Section 1.7.

In addition, the Department reserves the right to reject all Proposals to this RFP.

3.16 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, it will be posted on the Vendor Bid System at http://vbs.dms.state.fl.us/vbs/main_menu. Interested parties are responsible for monitoring this site for new or changing information or clarifications relative to this procurement.

3.17 Verbal Instructions Procedure

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 may be considered a duly authorized expression on behalf of the State. Additionally, only written communications from Vendors are recognized as duly authorized expressions on behalf of the Vendor.

3.18 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 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.

Acknowledge acceptance on the Certification/Attestation Form, Attachment II.

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 he/she may do, or perform for, or on behalf of, any officer, agent, or employee of the Vendor. No officer, agent, or employee of the Department shall have any interest, directly or indirectly, in any Contract or purchase made, or authorized to be made, by anyone for, or on behalf of, the Department.

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

3.19 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 State of Florida, Department of State.

3.20 MyFloridaMarketPlace (MFMP) Registration

Each Contractor doing business with the State of Florida for the sale of commodities or contractual services, as defined in Section 287.012, F.S., shall register in the MyFloridaMarketPlace Vendor Information Portal (VIP), unless exempted under Rule 60A-1.033, 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 VIP system, unless exempted by Rule. A Vendor not currently registered in the 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 MyFloridaMarketPlace Customer Service Desk at 866-352-3776 or vendorhelp@myfloridamarketplace.com.

3.21 Travel Expenses

The Department shall not be responsible for the payments of any travel expenses incurred by the Vendor resulting from this RFP.

3.22 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.

3.23 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."

3.24 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://myfloridacfo.com>. Forms can be found at <https://flvendor.myfloridacfo.com/W-9%20fags.pdf>. The Florida Department of Financial is ready to assist Vendors with additional questions. You may contact their Customer Service Desk at 850-413-5519 or FLW9@myfloridacfo.com.

3.25 Scrutinized Companies

If the Contract exceeds \$1,000,000.00 in total, not including renewal years, the Contractor certifies 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., the Contractor agrees the Department may immediately terminate the Contract for

cause if the Contractor is found to have submitted a false certification or if the 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.

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

SECTION 4.0 SPECIAL CONDITIONS

4.1 GENERAL CONTRACT CONDITIONS (PUR 1000)

The General Contract Conditions are outlined in form PUR 1000, which is a downloadable document, incorporated in this RFP by reference. Any terms and conditions set forth within this RFP 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>.

4.2 State Initiatives

4.2.1 Diversity in Contracting

4.2.1 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.

4.2.2 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/>.

4.2.3 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>.

4.2.2 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, and 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, in accordance with 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 that exceeds a certain threshold must have a valid and current Hazardous Waste Generator Identification Number. This identification number shall be submitted as part of Vendors explanation of its company's hazardous waste plan, and shall explain in detail its handling and disposal of this waste.

4.3 Subcontracts

The Vendor may, only with prior written consent of the Department, enter into written subcontracts for the delivery or performance of services as indicated in this RFP. Anticipated subcontract agreements known at the time of Proposal submission and the amount of the subcontract must be identified in the Proposal. If a subcontract has been identified at the time of 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 Contract, shall in any way relieve the Vendor of any responsibility for the performance of its duties. All subcontractors, regardless of function, providing services on Department property, shall comply with the Department's security requirements, as defined by the Department, 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 (7) business days after receipt of full or partial payments from the Department, in accordance with Section 287.0585, F.S. It is understood and agreed that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Vendor shall be solely liable to the subcontractor for all expenses and liabilities under the Contract resulting from this RFP. Failure by the Vendor to pay the subcontractor within seven (7) business days will result in a penalty to be paid by the Vendor to the subcontractor in the amount of one-half of one percent (0.5%) 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.

4.4 Insurance

The Vendor shall obtain insurance to cover those liabilities which are necessary to provide reasonable financial protection for the Vendor and the Department under the Contract resulting from this RFP. This shall include, but is not limited to, workers' compensation, general liability, and property damage coverage. The Department must be an additional named insured on the Vendor's insurance related to the Contract. Upon the execution of the Contract resulting from this RFP, the Vendor shall furnish the Contract Manager with 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.

4.5 Copyrights, Right to Data, Patents and Royalties

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

The Department shall have unlimited rights to use, disclose or duplicate, for any purpose whatsoever, all information and data developed, derived, documented, or furnished by the Vendor. All computer programs and other documentation produced as part of the resulting Contract shall become the exclusive property of the State of Florida, Department of State, with the exception of data processing software developed by the Department pursuant to Section 119.084, 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 supplied hereunder with 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 of 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 materials covered by letter, patent or copyright, it is mutually agreed and understood without exception that the resulting Contract prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work to be performed hereunder.

4.6 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.

4.7 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.

4.8 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.

4.9 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, the Judicial Branch, or a state agency.

4.10 Reservation of Rights

The Department reserves the exclusive right to make certain determinations regarding the service requirements. The absence of the Department setting forth a specific reservation of rights does not mean that any provision regarding the services to be performed is subject to mutual agreement. The Department reserves the right to make any and all determinations exclusively which it deems are necessary to protect the best interests of the State of Florida and the health, safety and welfare of the Department's inmates and of the general public which is served by the Department, either directly or indirectly, through these services.

4.11 Convicted Felons

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

4.12 Taxes

The State of Florida does not pay Federal Excise and Sales taxes on direct purchases of tangible personal property. Tax exemption number/certificate will be provided upon request. This exemption does not apply to purchases of tangible personal property made by Vendors who use the tangible personal property in the performance of Contracts for the improvement of state owned real property, as defined in Chapter 192, F.S.

4.13 Safety Standards

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

4.14 Americans with Disabilities Act

The Vendor shall comply with the Americans with Disabilities Act. In the event of the Vendor's noncompliance with the nondiscrimination clauses, the Americans with

Disabilities Act, or with any other such rules, regulations, or orders, the Contract resulting from this RFP may be canceled, terminated, or suspended in whole or in part and the Vendor may be declared ineligible for further Contracts.

4.15 Employment of Department Personnel

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

4.16 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 Proposals received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a Proposal response hereto and the State of Florida, by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any Vendor shall not constitute a cognizable defense against the legal effect thereof.

4.17 Conflict of Law and Controlling Provisions

Any Contract resulting from this RFP, plus any conflict of law issue, shall be governed by the laws of the State of Florida.

4.18 Prison Rape Elimination Act (PREA)

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.

4.19 Termination

4.19.1 Termination at Will

The Contract resulting from this RFP may be terminated by the Department upon no less than 30 calendar days' notice and by the Vendor and upon no less than 60 calendar days' notice, without cause, unless a lesser time is mutually agreed upon by both parties. Notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery.

4.19.2 Termination Due to Lack of Funds

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

4.19.3 Termination for Cause

If a breach of the Contract resulting from this solicitation occurs by the Vendor, the Department may, by written notice to the Vendor, terminate the Contract resulting from this solicitation upon 24 hours' notice. Notice shall be delivered by certified mail (return receipt requested), in-person with proof of delivery, or by other method of delivery whereby an original signature is obtained. If applicable, the Department may employ the default provisions in Rule 60A-1.006, F.A.C. The provisions herein do not limit the Department's right to remedies at law or to damages.

4.19.4 Termination for Unauthorized Employment

Violation of the provisions of Section 274A of the Immigration and Nationality Act shall be grounds for unilateral cancellation of the Contract resulting from this solicitation.

4.20 Retention of Records

The Vendor agrees to retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertaining to the Contract resulting from this solicitation for a period of 10 years. The Vendor shall maintain complete and accurate record-keeping, and documentation as required by the Department and the terms of the Contract resulting from this solicitation. All invoices and documentation must be clear, and legible for audit purposes. Copies of all records and documents shall be made available for the Department upon request, or no more than 48 hours upon request if stored at a different site location than the address listed on the Acknowledgement Form. Any records not available at the time of an audit will be deemed unavailable for audit purposes. Violations will be noted and forwarded to the Department's Inspector General for review. All documents must be retained by the Vendor for a period of 10 years following termination of the Contract, or, if an audit has been initiated, and audit findings have not been resolved at the end of 10 years, the records shall be retained until resolution of the audit findings. The Vendor shall cooperate with the Department to facilitate the duplication, and transfer of any said records or documents during the required retention period. The Vendor shall advise the Department of the location of all records pertaining to the Contract resulting from this solicitation, and shall notify the Department by certified mail within 10 days if/when the records are moved to a new location.

4.21 Indemnification

The awarded Vendor shall be liable, and agrees to be liable for, and shall indemnify, defend, and hold the Department, its employees, agents, officers, heirs, and assignees harmless from any and all claims, suits, judgments, or damages including court costs and attorney's fees arising out of intentional acts, negligence, or omissions by the Vendor(s), or its employees or agents, in the course of the operations of this Contract, including any claims or actions brought under Title 42 USC §1983, the Civil Rights Act.

4.22 Inspector General

In accordance with Section 20.055(5), F.S., the Vendor, and any Subcontractor, understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing.

4.23 Vendor Ombudsman

A Vendor Ombudsman has been established within the Florida Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted by calling the Florida Department of Financial Services' Toll Free Hotline at (800) 342-2762.

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**ATTACHMENT I
FDC RFP-18-025
SCOPE OF SERVICES**

To receive the complete Scope of Services the Nondisclosure Agreement for Restricted Information, Attachment IX, shall be completed per Section 2.0, Scope of Services.

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**ATTACHMENT II
COST INFORMATION SHEET
FDC RFP-18-025**

MICROPHONIC FENCE SYSTEM PRICE SHEET

Microphonic Fibersensys Components (Parts)				
Item Number	Product Name	Part Number	Item Description	Unit Price
1	FD348R	980-22895	Remote rack mounted alarm processor by Fiber Sensys	\$
2	RK-348	980-52920	Rack (4U) with power supply for rack mounted FD348R APU's – up to eight APU's per rack	\$
3	SC3-C	600-31631	Sensor cable in ½" conduit per meter. Made to order, Minimum 100m – maximum continuous length 800m	\$
4	SC3-C-800	600-43590	800 meter spool of SC3-C; Sensor cable in ½" conduit.	\$
5	CB-5-10	CB-5-10	Box couplers for use with ½" non-split conduit – 10 pack	\$
6	C-FT	C-FT	Feed through coupler	\$
7	CPL-5-10	CPL-5-10	Barrel couplers for joining ½" non-split conduit – 10 pack	\$
8	WT18-500	980-22609	500 - 18 awg stainless steel wire ties	\$
9	Fiber Commander™ Software	986-02805	Software for command and control of Fiber Defender™ APU's via TCP/IP. User's Manual is included on CD (PN 242-03245).	\$
Subtotal for Items 1 through 9				\$
Miscellaneous Components (Parts)				
Item Number	Product Name	Part Number	Item Description	Unit Price
10	ADAM 6060	ADAM 6060	Advantech ADAM 6060, 6 channel digital input and 6 channel relay Modbus TCP Module	\$
11	Engenius	EGS7228FP	24 PORT Gigabit PoE Ethernet Switch	\$
12	HP	HP Envy 750XT	Desktop PC WIN-10 O.S., Intel i7, 2.6 GHz Processor, 15.6 viewable bright WLED screen, 8GB DDR3L and 1 TB HD with TARGUS #CN31US Carrying Case.	\$
13	HP	HP Envy HM9U50AV_1	WIN – 10 O.S., Intel I7 2.6 GHz Processor, 15.6 viewable bright WLED screen, 8GB DDR3L and 1 TB HD with TARGUS #CN31US Carrying Case.	\$

VENDOR NAME: _____

FEIN: _____

14	Protech	SDI-76XL-HS	Motion Sensor, Protech 50X50/DUAL/ANTIMASK/HISHSEC/OD, Protech-Protection Tech.	\$
15	Meanwell	MDR-40-24	Power Supply; AC-DC; 24V @ 1.7A; 100 – 264V In; Enclosed; DIN Rail Mount; PFC; MDR Series	\$
16	Meanwell	MDR-40-12	Power Supply; AC-DC; 12V @ 3.33A; 100 – 264V In; Enclosed; DIN Rail Mount, PFC; MDR Series	\$
17	Corning	95-050-51-Z	25 pack single mode pre-polished 8.3 micron high performance unicom ST connectors	\$
18	Corning	95-000-51-Z	25 pack 50 micron multi-mode pre-polished high performance unicom ST connectors	\$
19	Corning	95-000-51-Z	25 pack 62.5 micron multi-mode pre-polished high performance unicom ST connectors	\$
20	Ultra Electronics	2104-55	EOTec Ring Switch, 4-port (2RJ45/2 fiber), MM, ST, 2km	\$
21	Ultra Electronics	2104-59	EOTec Ring Switch, 4-port (2 RJ45 / 2 fiber), SM, SC, 15km	\$
Subtotal for Items 10 through 21				\$
Installation Labor Cost				
Item #	Description of Hourly Rate			Unit Price
22	Hourly rate for sensor cable installation on perimeter fence (new installations). This rate applies to sensor cable installations only.			\$
23	Hourly rate for field technician (new installations). This rate applies to all work other than sensor cable installation			\$
24	Normal hourly rate for service technicians (service calls). This rate applies to scheduled and unscheduled service calls (8:00 a.m. to 5:00 p.m., Monday through Friday, local time zone of the Facility).			\$
25	After-hours hourly rate for service technicians (service calls). This rate applies to scheduled and unscheduled service calls (after hours and holidays).			\$
Subtotal for Items 22 through 25				\$
Grand Total for Microphonic Fencing Systems (Items 1 through 25)				\$

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NEW FENCING SYSTEMS AND ACCESORIES		
Item #	Description	MSRP Discount
26	Percentage discount for any accessories that the Department may require.	_____ %

NAME OF VENDOR'S ORGANIZATION

NAME OF AUTHORIZED REPRESENTATIVE

SIGNATURE OF AUTHORIZED REPRESENTATIVE

DATE

FEID#

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MICROWAVE FENCE SYSTEM PRICE SHEET

Senstar Microwave Components (Parts)				
Item Number	Product Name	Part Number	Item Description	Unit Price
1	Senstar	E4FG0101	UltraWave Tx-Rx pair including mounting brackets	\$
2	Senstar	00BA2101	Gen 2 Silver Network comm card providing single-mode fiber optic connections	\$
3	Senstar	00BA1901	Gen 2 Silver Network comm card providing multi-mode fiber optic connections	\$
4	Senstar	S2FG0101	<p>Sarnet 2 hardware & software single-station bundle includes:</p> <ul style="list-style-type: none"> • One (1) mini-tower computer with Windows 7 Pro installed and activated, comes with desktop mouse and keyboard. Minimum specifications: i5 processor, 8 GB memory, 2 x 500 GB disks in RAID 1 configuration, 2 Display Port video ports with HDMI adapters, GB Ethernet. • Sarnet 2 USB Key, includes executable software, documentation, and licenses with 1 year server instance and a1 workstation instance (S2SW0101) • Network Manager Software on CD (00FG0220) • Network Manager Software, Sarnet 2 server software, and Sarnet 2 workstation software pre-installed. • SQL Standard Edition Installed and licensed. 	\$
5	Senstar	00SW0100	Senstar User Configuration Module	\$
6	Senstar	00FG0220	Senstar Network Manager	\$
7	Senstar	00EM1400	Senstar Ultra link processor module 8 input, 8 output module	\$
8	Senstar	OEM0200	Silver Network Interface Unit (SNIU), RS-422 and multi-mode, fiber-optic Silver Network connections	\$
9	Senstar	00EM0201-002	Silver Network Interface Unit (SNIU), RS-422 and single-mode, fiber-optic Silver Network Connections	\$
10	Senstar	GE0444	Interface Cable – 3M USB Male Type A to USB Type B. For use with Universal Configuration Module (UCM) software.	\$

VENDOR NAME: _____

FEIN: _____

11	Senstar	02-195002	40 zone monitor and control system for CEnDe (copper) field network. Includes 2GB ARKS storage, Site Analyzer software, and manuals (MX-7040).	\$
12	Senstar	02-195003	60 zone monitor and control system for CEnDe (copper) field network. Includes 2GB ARKS storage, Site Analyzer software, and manuals. (MX-7060)	\$
13	Senstar	02-195005	60 zone monitor and control system for fiber optic field network. Includes 2GB ARKS storage, Site Analyzer software, and manuals (MX-7060).	\$
14	Meanwell	SE-600-48	Power Supply; AC-DC; 48V @12.5A; 100-132/200-264V In; Enclosed; Panel Mount; SE Series.	\$
15	Meanwell	MDR-40-24	Power Supply; AC-DC; 24V @ 17.7A; 100-264V In; Enclosed; DIN Rail Mount; PFC; MDR Series.	\$
16	Meanwell	MDR-40-12	Power Supply; AC-DC; 12V @ 3.33A; 100-264V In; Enclosed; DIN Rail Mount; PFC; MDR Series.	\$
17	HP	HP Envy 750XT	Desktop PC WIN-10 O.S., Intel i7 Processor, 3.6 ghz, 1TB HD, 8GB RAM with 24" flat screen monitor, mouse, keyboard and speakers. Substitution shall meet or exceed specifications.	\$
18	HP	HP Envy HM9U50AV_1	HP ENVY HM9U50AV_1, WIN-10 O.S., Intel i7 2.6 GHz Processor, 15.6 viewable bright WLED screen, 8GB DDR3L and 1 TB HD with TARGUS #CN31US Carrying Case. Substitution shall meet or exceed specifications	\$
19	Ditek	DTK_120SRD	Ditek 120 series connected surge suppressor with form C dry contact.	\$
20	Protech	SDI-76XL-HS	SDI-76XL-HS Motion Sensor, Protech50X50/DUAL/ANTIMASK/HIGHSEC /OD, Protech-Protection Tech	\$
21	Corning	95-200-51-Z	25 pack Single Mode pre-polished 8.3 micron high performance unicom ST connectors	\$
22	Corning	95-050-51-Z	25 pack 50 micron Multi Mode pre-polished high performance unicom ST connectors.	\$
23	Corning	95-000-51-Z	25 pack 62.5 micron Multi Mode pre-polished high performance unicom ST connectors	\$
24	N/A	PIPE	Galvanized 4" x 8' Schedule 40 pipe.	\$
Subtotal for Items 1 through 24				\$

VENDOR NAME: _____ FEIN: _____

Installation Labor Cost		
Item #	Description of Hourly Rate	Unit Price
25	Hourly rate for field wiring (new installations). This rate applies to all field wiring along fence line.	\$
26	Hourly rate for field technician (new installations). This rate applies to all work other than field wiring along fence line.	\$
27	Normal hourly rate for service technicians (service calls). This rate applies to scheduled and unscheduled service calls (8:00 a.m. to 5:00 p.m., Monday through Friday, local time zone of the Facility).	\$
28	After-hours hourly rate for service technicians (service calls). This rate applies to scheduled and unscheduled service calls (after hours and holidays).	\$
Subtotal for Items 25 through 28		\$
Grand Total for Microwave Fencing Systems		\$

NEW FENCING SYSTEMS AND ACCESORIES		
Item #	Description	MSRP Discount
29	Percentage discount for any accessories that the Department may require.	_____ %

NAME OF VENDOR'S ORGANIZATION

NAME OF AUTHORIZED REPRESENTATIVE

SIGNATURE OF AUTHORIZED REPRESENTATIVE

DATE

FEID#

NON-LETHAL FENCE SYSTEMS PRICE SHEET

Gallagher System Components for Non-Lethal Fence System (Parts)				
Item Number	Product Name	Part Number	Item Description	Unit Price
1	Gallagher	G21940	F32 Fence Controller	\$
2	Gallagher	C300100	Controller 6000	\$
3	Gallagher	C300463	T20 Alarms Terminal, Black	\$
4	Gallagher	T10095	Power Supply Plug in for Controller	\$
5	Gallagher	A17504	Power Supply Plug	\$
6	Gallagher	C300142	4H Module (for I/O if needed)	\$
7	Gallagher	C300182	8H Module (for I/O if needed)	\$
8	Gallagher	C200440	Power Supply 8A	\$
9	Gallagher	G21965	F3 Cable Manager	\$
10	Gallagher	G21946	F32 Fence Controller Module (spare circuit board)	\$
11	Gallagher	G26608	Kit Switch Gate High Voltage BLK (FIM)	\$
12	Gallagher	G64800	Lightning Diverter	\$
13	Gallagher	G60918	Cable U/Gate 1.6Mmx600M Soft	\$
14	Gallagher	G93120	Wire HI Conductive 2.5X1220M	\$
15	Gallagher	G20317	51 Wire Strain Post	\$
16	Gallagher	G10373	51 Wire Post with Insulators	\$
17	Gallagher	G27106	Insulators – Hard Claw (PK100)	\$
18	Gallagher	G27006	Insulators – Break Away (PK100)	\$
19	Gallagher	G20874	K20 Pivot Mount Bracket (PK25)	\$
20	Gallagher	G24984	K20 Pivot Mount Tensioner (PK25)	\$

VENDOR NAME: _____ FEIN: _____

21	Gallagher	G23744	K20 Spring Indicator – 15Kg (PK25)	\$	
22	Gallagher	G23542	K20 Wire Link 91P 182 MM – 25H/55W (PK25)	\$	
23	Gallagher	G23543	K20 Wire Link 91P 182 MM – 60H/70W (PK25)	\$	
24	Gallagher	G23604	K20 Corner Link (PK25)	\$	
25	Gallagher	G23532	K20 Wire Link 91P 91MM 25H/55W (PK25)	\$	
26	Gallagher	G60355	Clamp Joint Hexagonal Pottle (PK25)	\$	
27	Gallagher	T10114	Gripple	\$	
28	Gallagher	G22705	Bracket Offset Block Blk (PK50)	\$	
29	Gallagher	G602375	Sign Warning Sec Usa Eng-Span	\$	
30	Gallagher	G22604	Insulator P/Thru + Hook Blk (PK25)	\$	
31	Gallagher	T10005	12v7AH Battery	\$	
32	Gallagher	G50350	Tester DVM2	\$	
33	B&B Electronics	FOSTCDR	Industrial Serial to Multimode Fiber Optic Converter RS485/422	\$	
34	Ultra Electronics	2104-55	EOTec Ring Switch, 4-port (2 RJ45/2 fiber), MM, ST, 2km	\$	
Subtotal for Items 1 through 34				\$	
Installation Labor Cost					
Item #	Description of Hourly Rate			Unit Price	
35	Hourly rate for field NLEF array wiring (new installations). This rate applies to all field array along fence line.			\$	
36	Hourly rate for field technician (new installations). This rate applies to all work other than field array wiring along fence line.			\$	
37	Normal hourly rate for service technicians (service calls). This rate applies to scheduled and unscheduled service calls (8:00 a.m. to 5:00 p.m., Monday through Friday, local time zone of the Facility).			\$	
38	After-hours hourly rate for service technicians (service calls). This rate applies to scheduled and unscheduled service calls (after hours and holidays).			\$	
Subtotal for Items 35 through 38				\$	
Grand Total For Non-Lethal Fencing Systems					\$

VENDOR NAME: _____ FEIN: _____

NEW FENCING SYSTEMS AND ACCESORIES		
Item #	Description	MSRP Discount
39	Percentage discount for any accessories that the Department may require.	_____ %

NAME OF VENDOR'S ORGANIZATION

NAME OF AUTHORIZED REPRESENTATIVE

SIGNATURE OF AUTHORIZED REPRESENTATIVE

DATE

FEID#

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SHOCK VIBRATION DETECTION SYSTEM

Integrated Security Corporation Components (Parts)				
Item Number	Product Name	Part Number	Item Description	Unit Price
1	ISC	VB	Vision Board	\$
2	ISC	VB-MM	Vision Board with Multi-Mode Fiber	\$
3	ISC	VB-SM	Vision Board with Single Mode Fiber	\$
4	ISC	RB	Relay Board	\$
5	ISC	SIB	Sensor Interface Board	\$
6	ISC	S-10	Sensor Cable	\$
7	ISC	S-9	Lead Cable	\$
8	ISC	WX-2020	Weather Station	\$
9	ISC	P16	Processor – Standard 30x24x8	\$
10	ISC	P16-SS	Processor – Standard 30x24x8, Stainless Steel	\$
11	ISC	JB-2000	Junction Box	\$
12	ISC	TY-WRAP1	Bag of 1,000 nylon UV Resistant Ties	\$
13	ISC	TY-WRAP-SS	Bag of 1,000 Stainless Steel Ties	\$
14	ISC	Infinity 2020	Infinity 2020 Software	\$
15	ISC	Infinity 2020-M	Infinity 2020 Software – Maintenance Version	\$
16	ISC	PC	Computer with software installed and configured. Include 24" LED Monitor, Keyboard, Mouse, Speakers and UPS.	\$
17	ISC	TY-WRAP-TOOL	Tool for installation of stainless steel ties.	\$
18	ISC	SG-1	Slide Gate Assembly (complete)	\$

VENDOR NAME: _____ FEIN: _____

19	ISC	CC-1	Coil Cord for Slide Gate Assembly	\$
Subtotal for Items 1 through 19				\$
Installation Labor Cost				
Item #	Description of Hourly Rate			Unit Price
20	Hourly rate sensor cable installation on perimeter fence (new installations). This rate applies to sensor cable installation only.			\$
21	Hourly rate for field technician (new installations). This rate applies to all work other than sensor cable installations.			\$
22	Normal hourly rate for service technicians (service calls). This rate applies to scheduled and unscheduled service calls (8:00 a.m. to 5:00 p.m., Monday through Friday, local time zone of the Facility).			\$
23	After-hours hourly rate for service technicians (service calls). This rate applies to scheduled and unscheduled service calls (after hours and holidays).			\$
Subtotal for Items 20 through 23				\$
Grand Total for Shock Vibration Detection Systems				\$

NEW FENCING SYSTEMS AND ACCESORIES		
Item #	Description	MSRP Discount
24	Percentage discount for any accessories that the Department may require.	_____%

NAME OF VENDOR'S ORGANIZATION

NAME OF AUTHORIZED REPRESENTATIVE

SIGNATURE OF AUTHORIZED REPRESENTATIVE

DATE

FEID#

ATTACHMENT III
FDC RFP-18-025
CERTIFICATION/ATTESTATION FORM

- 1. Business/Corporate Experience:** This is to certify that the Vendor has at least three (3) years of business/corporate experience within the last five (5) years relevant in the provision of perimeter security in a correctional or law enforcement environment.
- 2. Authority to Legally Bind the Vendor:**
This is to certify that the person signing the Attachment II, Cost Information Sheet and this Certification/Attestation Page is authorized to make this affidavit on behalf of the firm, and its owner, directors and officers. This person is the person in the firm responsible for the prices and total amount of this submittal and the preparation of the response.
- 3. Statement of No Involvement:**
This is to certify that the person signing the Proposal has not participated, and will not participate, in any action contrary to the terms of this solicitation.
- 4. Statement of No Inducement:**
This is to certify that no attempt has been made or will be made by the Vendor to induce any other person or firm to submit or not to submit a Proposal with regard to this solicitation. Furthermore this is to certify that the Proposal contained herein is submitted in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other non-competitive submission.
- 5. Statement of Non-Disclosure:**
This is to certify that neither the price(s) contained in this response, nor the approximate amount of this Proposal have been disclosed, directly or indirectly, to any other Vendor or to any competitor.
- 6. Statement of Non-Collusion:**
This is to certify that the prices and amounts in this submittal have been arrived at independently, without consultation, communications, or agreement as to any matter relating to such prices with any other Vendor or with any competitor and not for the purpose of restricting competition.
- 7. Non-Discrimination Statement:**
This is to certify that the Vendor does not discriminate in their employment practices with regard to race, creed, color, national origin, age, gender, marital status or disability.
- 8. Unauthorized Alien Statement:**
This is to certify that the Vendor does not knowingly employ unauthorized alien workers.
- 9. Statement of No Investigation/Conviction:**
This is to certify that Vendor, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last three (3) years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
- 10. Scrutinized Companies Lists:**
If value of this solicitation is greater than or equal to \$1 Million, then the Vendor certifies they are not listed on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies that Boycott Israel list, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Dated this _____ day of _____ 20__.

Name of Organization: _____

Signed by: _____

Title: _____

being duly sworn deposes and says that the information herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this _____ day of _____ 20__.

Notary Public: _____

My Commission Expires: _____

**ATTACHMENT IV
BUSINESS REFERENCE FORM
FDC RFP-18-025**

Vendor Name: _____

Vendors are required to submit with the Proposal, contact information for three (3) entities it has provided with services similar to those requested in this solicitation. The Department reserves the right to contact any and all entities in the course of this solicitation evaluation in order to make a fitness determination. The Department will make only two (2) attempts to contact each entity. The Department's determination is not subject to review or challenge.

1.) Name of Company/Agency: _____

Contact Person: _____

Phone Number: _____

Address: _____

Email Address: _____

2.) Name of Company/Agency: _____

Contact Person: _____

Phone Number: _____

Address: _____

Email Address: _____

3.) Name of Company/Agency: _____

Contact Person: _____

Phone Number: _____

Address: _____

Email Address: _____

Signature of Vendor's Authorized Representative

**ATTACHMENT V
REFERENCE QUESTIONNAIRE
FDC RFP-18-025**

This form will be completed by the Department utilizing the information provided on Attachment V.

**THIS BUSINESS/CORPORATE
REFERENCE IS FOR:
NAME OF PERSON PROVIDING
REFERENCE:
TITLE OF PERSON PROVIDING
REFERENCE:
FIRM OR BUSINESS
NAME:**

TELEPHONE NUMBER:

EMAIL ADDRESS:

1. How would you describe your relationship to this business/corporate entity? (e.g. Customer, Subcontractor , Employee, Contract Manager, Friend, or Acquaintance)

2. A. If a Customer, please specifically describe the primary services, or other similar services, this entity provided to you.

- B. Generally describe the geographic area where services were provided (number of counties served, section of the state, etc).

- C. What was the estimated population of clients served?

3. Did this entity act as a primary provider, or as a subcontractor? If a subcontractor, to whom? Please specifically describe the type of service that was provided by the entity for which this reference is being provided.

4. Can you identify the number of years that this entity has provided transition-related services? Please provide dates to the best of your knowledge.

5. To your knowledge, did this entity perform or provide complete services, or was any portion of the services subcontracted out?

6. How many years have you done business with this business entity? _____
Please Provide Dates:

7. Do you have a vested interest in this business/corporate entity? If yes, what is that interest? (i.e. employee, subcontractor, stockholder, etc).

8. Have you experienced any problems with this business/corporate entity? If so, please state what the problem is/was and how it was resolved.

9. Would you conduct business with this business/corporate entity again? If no, please state the reason.

10. Are there any additional comments you would like to make about this business entity? Use back of form if necessary.

VERIFIED BY/DATE:

**ATTACHMENT VI –EVALUATION CRITERIA
FDC RFP-18-025**

EVALUATION SCORE SHEETS (USED BY EVALUATORS)

RFP Section Reference	Page Number(S) Where Info. Is Located <u>Note: This column is for Vendor to complete</u>	EVALUATION CRITERIA	Total Possible Points	Points Awarded <u>Note: This column is for the Department's Evaluators to Complete</u>
Category 1 - Business/Corporate Experience and Qualifications				
3.7.2, Tab B and Attachment I, Scope of Services		To what extent do the Respondent's past and present projects indicate the Respondent has relevant experience as a Contractor, Subcontractor, Partner or Supplier with projects of similar size and scope? (Poor – 2.5; Adequate – 5; Good –7.5; Exceptional – 10)	10	
3.7.2, Tab B and Attachment I, Scope of Services		To what extent does the Respondent's training and certifications indicate the Respondent is qualified to provide the respective systems and equipment? (Poor – 1.25; Adequate – 2.5; Good – 3.75; Exceptional – 5)	5	
3.7.2, Tab B and Attachment I, Scope of Services		How extensive is the Respondent's quantity of qualified installation and service technicians? (Poor – 1.25; Adequate – 2.5; Good – 3.75; Exceptional – 5)	5	
3.7.3, Tab C and Attachment I, Scope of Services		To what extent does the Respondent demonstrate that the Respondent's systems and equipment have been utilized and tested in a correctional environment for a minimum of five years? (Poor – 2.5; Adequate – 5; Good –7.5; Exceptional – 10)	10	
3.7.3, Tab C and Attachment I, Scope of Services		To what extent does the Respondent demonstrate experience working in or with correctional facilities? (Poor – 2.5; Adequate – 5; Good –7.5; Exceptional – 10)	10	
Total Points Awarded – Category I Business/Corporate Experience and Qualifications:			40	

Category 2 – Technical Specifications				
3.7.3, Tab C and Attachment I, Scope of Services		To what extent does the Respondent's systems or equipment meet the technical specifications? (Poor – 5; Adequate – 10; Good – 15; Exceptional – 20)	20	
3.7.3, Tab C and Attachment I, Scope of Services		To what extent does the Respondent demonstrate the ability to provide timely response and service regarding installation, maintenance, or supply parts? (Poor – 2.5; Adequate – 5; Good – 7.5; Exceptional – 10)	10	
3.7.3, Tab C and Attachment I, Scope of Services		To what extent is the Respondent's product catalog comprehensive enough to support the overall security requirements of a correctional environment? (Poor – 2.5; Adequate – 5; Good – 7.5; Exceptional – 10)	10	
Total Points Awarded – Category II – Technical Specifications:			40	

Vendor Name: _____

Evaluator's Name: _____

SUBTOTAL OF TECHNICAL POINTS AWARDED:

CATEGORY I _____ CATEGORY II _____

EVALUATOR'S NAME: _____

EVALUATOR'S SIGNATURE: _____

COST POINTS WILL BE DETERMINED BY THE BUREAU OF PROCUREMENT.

The Vendor with the lowest price will receive 75 cost points and the Vendor with the highest percentage will receive 25 cost points. All other cost proposals will receive points according to the following formula:

$$((N/X \times 75) + (A/B \times 25)) = Z$$

Where: N = Lowest Grand Total Price received by any cost proposal, per fencing system

X = Vendor's Grand Total Price per fencing system

A = Vendor's Total Discount

B = Highest Discount received by any cost proposal, per fencing system

Z = Cost Point Awarded

The Department may reject any Proposal not submitted in the manner specified by the solicitation documents.

COST POINTS AWARDED: _____

FDC Representative calculating Cost Points:

NAME: _____ SIGNATURE: _____

FINAL SCORE (TOTAL Technical & Cost Points): _____

FDC Representative calculating the Final Score:

NAME: _____ SIGNATURE: _____

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**ATTACHMENT VII – CERTIFICATION OF DRUG FREE WORKPLACE PROGRAM
FDC RFP-18-025**

Section 287.087, Florida Statutes provides that, where identical tie Proposals are received, preference shall be given to a Proposal 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: _____

VENDOR'S SIGNATURE

(Form revised 11/10/15)

**ATTACHMENT VIII
VENDOR'S CONTACT INFORMATION
FDC RFP-18-025**

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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**ATTACHMENT IX
NONDISCLOSURE AGREEMENT FOR RESTRICTED INFORMATION
FDC RFP-18-025**

In connection with Request for Proposals (RFP), the Florida Department of Corrections (FDC) is disclosing to your business information, procedures, technical information, and/or ideas identified as "Restricted".

In consideration of any disclosure and any Restricted information provided by FDC concerning this RFQ, you agree as follows:

1. You will hold in confidence and not possess or use (except to evaluate and review in relation to this RFP) or disclose any Restricted information except information you can document (a) is in the public domain through no fault of yours, (b) was properly known to you, without restriction, prior to disclosure by FDC, or (c) was properly disclosed to you by another person without restriction, and you will not reverse engineer or attempt to derive the composition or underlying information, structure or ideas of any Restricted information. The forgoing does not grant you a license in or to any of the Restricted information.
2. If you decide not to proceed with the proposed business relationship or if asked by FDC, you will promptly return all Restricted information and all copies, extracts, and other objects or items in which it may be contained or embodied.
3. You will promptly notify FDC of any unauthorized release of Restricted information.
4. You understand that this statement does not obligate FDC to disclose any information or negotiate or enter into any agreement or relationship.
5. You acknowledge and agree that due to the unique nature of the Restricted information, any breach of this Agreement would cause irreparable harm to FDC for which damages is not an adequate remedy and that the FDC shall therefore be entitled to equitable relief in addition to all other remedies available by law.
6. The terms of this Agreement will remain in effect with respect to any particular Restricted information until you can document that it falls into one of the expectations stated in Paragraph 1 above.
7. This Agreement is governed by the laws of the State of Florida and may be modified or waived only in writing. If any provision is found to be unenforceable, such provision will be limited or deleted to the minimum extent necessary so that the remaining terms remain in full force and effect. The prevailing party in any dispute or legal action regarding the subject matter of this Agreement shall be entitled to recover attorneys' fees and costs.

Information identified as "Restricted" is specified in the RFP.

Acknowledged and agreed on _____, 2017

By: _____
(Signature)

Name: _____
(Printed)

Title: _____

Company Name: _____

ATTACHMENT X – SECURITY REQUIREMENTS FOR CONTRACTORS

FDC RFP-18-025

- (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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