



FLORIDA DEPARTMENT OF CORRECTIONS

## Bureau of Procurement

**INVITATION TO BID (ITB)**

**FOR**

**PURCHASE, REPAIR AND MAINTENANCE OF 800 MHz RADIO SYSTEMS**

**FDC ITB-18-043**

**RELEASED ON  
January 19, 2018**

**By the:  
Florida Department of Corrections  
Bureau of Procurement  
501 S. Calhoun Street  
Tallahassee, FL 32399-2500  
(850) 717-3700**

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**Refer ALL Inquiries to  
Procurement Officer:**

**Nicole Todd**

**[purchasing@fdc.myflorida.com](mailto:purchasing@fdc.myflorida.com)**

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**TIMELINE**  
**FDC ITB-18-043**

EVENT	DATE/TIME	LOCATION
Release of ITB	January 19, 2018	Vendor Bid System: <a href="http://vbs.dms.state.fl.us/vbs/main_menu">http://vbs.dms.state.fl.us/vbs/main_menu</a>
Last day for Written Inquires to be Received by the Department	January 25, 2018 by 5:00 p.m., Eastern Time	Submit to: Florida Department of Corrections Nicole Todd, Procurement Officer Email: <a href="mailto:purchasing@fdc.myflorida.com">purchasing@fdc.myflorida.com</a>
Anticipated Posting of Written Responses to Written Inquires	February 14, 2018	Vendor Bid System: <a href="http://vbs.dms.state.fl.us/vbs/main_menu">http://vbs.dms.state.fl.us/vbs/main_menu</a>
Sealed Bids Due and Opened	February 22, 2018 at 2:00 p.m., Eastern Time	Submit to: Florida Department of Corrections Nicole Todd, Bureau of Procurement 501 South Calhoun Street Tallahassee, Florida 32399-2500
Anticipated Posting of Recommended Award	March 8, 2018	Vendor Bid System: <a href="http://vbs.dms.state.fl.us/vbs/main_menu">http://vbs.dms.state.fl.us/vbs/main_menu</a>

## SECTION 1.0 INTRODUCTORY MATERIALS

### 1.1 Statement of Purpose

The purpose of this Invitation to Bid (ITB) is to secure competitive Bids, from qualified Vendors, to purchase, repair and provide support maintenance for 800 MHz Radio Systems, at various Correctional Institutions throughout the State of Florida. The successful Vendor shall furnish the products specified, or a Department approved equivalent. Submittal of requests for approved equivalents must be made in writing to [purchasing@fdc.myflorida.com](mailto:purchasing@fdc.myflorida.com) prior to the deadline for questions, included on the Timeline. The Department is issuing this solicitation to establish a new resultant Agency Term Contract (ATC).

### 1.2 Contract Term and Renewal

As a result of this ITB, the lowest responsive and responsible Vendor will be awarded a five (5) year ATC, which may be renewed for up to five (5) renewal years, or portions thereof, in accordance with Section 287.057(13), Florida Statutes (F.S.), at the same prices, terms, and conditions. Purchases may be accomplished through the issuance of MyFloridaMarketPlace (MFMP) Purchase Orders (PO).

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

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

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

### 1.4 Definitions

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

- a. **Agency Term Contract (ATC)**: A written master agreement between the Department and awarded Vendor that is mandatory for use by the entire Department, under which purchase orders shall be issued.
- b. **Bid**: A Vendor's response to this ITB, which the Vendor shall submit on approved forms.
- c. **Breach of Contract**: A failure of the Vendor(s) to perform services or provide commodities in accordance with the terms and conditions of the Contract which may result from this ITB.
- d. **Department**: The Florida Department of Corrections (FDC).
- e. **Fixed Equipment**: Base stations and consoles are considered fixed equipment.
- f. **Force Majeure**: An interruption of performance resulting directly or indirectly from acts of God, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes.
- g. **Mandatory Responsiveness Requirements**: Terms, conditions, and requirements that must be met by the Vendor to be considered responsive to this solicitation. Failure to meet the responsiveness requirements will cause rejection of a Bid. Any Bid rejected for failure to meet the mandatory responsiveness requirements will not be reviewed further.

- h. **Material Deviation(s)**: The Department has established certain requirements with respect to Bids submitted. The use of shall, must, or will (except to indicate the future) in this ITB indicates a requirement, or condition, which may not be waived by the Department, except where the deviation is not material. A deviation is material if, in the Department's sole discretion, the deficient response is not in substantial accord with the ITB's requirements, provides an advantage to one Vendor over other Vendors, has a potentially significant effect on the quantity or quality of items bid, or on the cost to the Department. Material deviations cannot be waived, and shall be the basis for determining a Bid non-responsive.
- i. **Minor Irregularity**: A variation from the ITB terms and conditions, not affecting the price, not giving the Vendor an advantage or benefit not enjoyed by other Vendors; does not adversely impact the interests of the Department. A minor irregularity will not result in a rejection of a Bid.
- j. **PCard**: Refers to the State of Florida's purchasing card program, using the Visa platform.
- k. **Responsible Bidder**: A Bidder who has the capability to fully perform all aspects of the resultant Contract requirements, and the integrity and reliability that will assure good faith performance.
- l. **Responsive Bid**: A Bid, submitted by a responsible Vendor, which conforms to all material aspects of the solicitation.
- m. **Specifications**: The detailed conditions of the Contract, including technical specifications, and other descriptions of the work, as set forth in the Contract documents.
- n. **Subcontract**: An agreement between the Vendor and any other person, or organization, wherein that person or organization agrees to perform any requirement(s) for the Vendor, specifically related to securing, or fulfilling, the Vendor's obligations to the Department, under the terms of the Contract resulting from this ITB.
- o. **Supplementary Services**: Services that are not covered in maintenance.
- p. **Vendor**: A legally qualified corporation, partnership or other entity submitting a Bid to the Department, pursuant to this ITB.

## SECTION 2.0 SCOPE OF SERVICES

### 2.1 General Specifications

The Department's intent is to obtain the most effective radio systems, while maximizing the quality and level of services, for complete Land Mobile Radio (LMR) equipment. The LMR equipment shall include base stations, portable radios, dispatch consoles and desktop control stations.

**Applicable Standards**: Generally, all equipment and software shall be designed, built, installed, and tested to comply with recognized standards established by the following associations:

1. American Society of Testing and Materials (ASTM);
2. American Standards Association (ASA);
3. American National Standards Institute (ANSI);
4. Association of Public Safety Communications International, Inc. (APCO) Project 25;
5. Bellcore Technical References;

6. Code of Federal Regulations (CFR);
7. Electronics Industries Association (EIA);
8. Federal Communications Commission (FCC) Rules and Regulations;
9. Institute of Electrical and Electronic Engineers (IEEE);
10. International Radio Consultative Committee (CCIR);
11. FCC National Public Safety Advisory Committee (NPSPAC), Florida (Region 9) Plan;
12. Rural Electrification Association (REA) Telecommunications Bulletin;
13. Telecommunications Industries Association (TIA);
14. Underwriters Laboratories (UL); and
15. U.S. Military Standards MIL-STD-810 C/D/E.

## **2.2 General Description of Equipment**

The awarded Vendor(s) shall provide radio equipment, associated hardware along with initialization services, and maintenance to the Department's Harris and Motorola radio systems, as specified in Attachment I, Price Page.

### **2.2.1 Delivery**

Product(s) shall be shipped Free on Board (FOB), and delivered to the destination within 30 days after issuance of a PO. Deliveries must be made between 8:30 a.m. to 4:00 p.m., Local Time, Monday through Friday, unless otherwise stated herein or on a subsequent PO.

### **2.2.2 Vendor Substitution**

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

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

### **2.2.3 Damaged Goods**

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

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

- d. Provide the Vendor with a copy of the carrier's Bill of Lading and Damage Inspection Report.

## **2.3 Maintenance Specifications for Radio Systems**

### **2.3.1 General Service Description/Purpose**

The successful Vendor(s) shall provide repair and maintenance services to the entire Department's existing Harris and Motorola 800 MHz two-way internal LMR yard radio communication systems. All equipment shall be repaired and maintained to National Standard of Telecommunication Industry Association (TIA), and Electronic Industries Alliance (EIA) for two-way public safety LMR equipment. The Vendor shall maintain and restore the radio equipment to complete operation by replacing any parts, modules, circuit boards or components that cause the radio equipment to malfunction intermittently or fail completely. The repairs may also include knobs (volume or selective switch), push-to-talk buttons, and displays. The successful Vendor shall be responsible for maintaining latest Radio Programming Managers (RPM) software to program both Harris and Motorola radios, LMR equipment to original design programming with alias, and radio identification number when repaired.

- 2.3.1.1** The Vendor shall provide labor, troubleshooting, repair, testing, radio programming software, equipment, components, parts and materials, transportation, upkeep, and shipping, of the Department's communication equipment received or delivered by the FDC Institution and/or Facility in need of repair. All labor, parts, and materials, provided shall be included in the repair and maintenance fee with the exception of labor, parts, and materials covered under Section 2.8, Emergency/After Hours/Force Majeure Repairs and/or Section 2.9, Supplementary Services.
- 2.3.1.2** The communication equipment to be repaired and maintained consists of, but is not limited to, portable radios (Harris XG15P, P5100, Motorola XTS1500 and XTS2000), (Harris MASTR III base stations, Harris desktop control stations Motorola MCC5500 dispatch consoles, and Motorola Quantar/Quantro base stations), as listed in Attachment I, Price Page. A list of current equipment may be found in Attachment II, Current Equipment Inventory and delivery service may be required at the list of locations in Attachment III, Delivery Locations. All services, unless otherwise indicated, shall be performed during the Department's normal working hours, Monday through Friday, 8:00 a.m. to 5:00 p.m., Local Time, excluding State holidays. All services shall be provided in accordance with the requirements specified in this ITB, and must meet or exceed the service levels described herein.
- 2.3.1.3** The Vendor shall repair and maintain subscriber units (including operational accessories), as necessary, to ensure a fully operational and functional unit. The Vendor shall perform component, and board level repairs to malfunctioning equipment and/or subscriber units, to return them to working order. Repair shall also include re-programming of equipment to proper operation and accurate display levels. All re-programming of equipment shall be accomplished in a manner that will maintain its original operations and compatibility with other equipment. Repair and maintenance shall also consist of, but not be limited to, the following:
  - 2.3.1.3.1** Portable Equipment –The Vendor shall establish a shipping program for portable equipment needing repair. The Vendor shall supply shipping containers, in advance of any need, and the Department's Institution(s) or Facility(s) shall be responsible for shipping the equipment to the Vendor's location, at the expense of the Vendor. The Vendor shall be responsible for returning the equipment to the Institution(s) or Facility(s) and any associated costs. Portable radios and accessories that have been repaired must be shipped back to the Department in shipping



containers properly packed to prevent damage to the equipment, within eight (8) business days of the Vendor's receipt. Any delays must be confirmed and approved by the Department's Contract Manager, or designee. All such shipments that are delayed shall be forwarded using the "next business day" shipping option, when they have been repaired and are ready to return to the Department.

- 2.3.1.3.2** Desktop Control Stations/Dispatch Console and other Fixed Equipment – The Vendor shall dispatch a qualified Service Technician to the Department's Institution or Facility before the end of the next business day, following notification of need for maintenance/repair. If possible, the equipment shall be repaired immediately onsite. If parts must be ordered, or the equipment must be taken off-site, the Vendor shall have the equipment in place and working properly within eight (8) business days of initial notification of the problem. Any delays properly repairing the fixed equipment in eight (8) business days must be confirmed and approved by the Department's Contract Manager, or designee. However, an approved delay may not negate the assessment of financial consequences as stated in Section 2.14, Performance Measures and Financial Consequences.

Upon completion of any repairs or return of the component(s) to operational status, the Vendor shall provide a repair receipt to the Department's Contract Manager, or designee, indicating work performed and replacement parts used for the repairs.

- 2.3.1.3.3** Preventative Maintenance – The Vendor shall perform a yearly preventive maintenance on base stations, desktop control stations and subscriber units at each FDC Institution or Facility. Antenna systems preventative maintenance shall be included in desktop control station and base station maintenance. The preventative maintenance shall start at the beginning of February of each year, or immediately after the resultant Contract is executed. The Vendor's qualified technician shall perform preventive maintenance services at each of the Department's Institutions or Facilities included in Attachment III, Delivery Locations, once per-year during the term of the resulting Contract. Preventive maintenance for base stations, desktop control station and subscriber unit equipment shall be included in the monthly maintenance rate as stated in Section 3.8, Payment and Invoicing.

Preventive Maintenance shall start the first week in February and end the last week of April of each year. A copy of the preventative maintenance report shall be provided to the Department's Contract Manager, or designee, and shall be broken down by each location/facility listed in Attachment III, Delivery Locations. Necessary repairs and adjustments that can be performed, shall be completed during this scheduled maintenance.

The Vendor shall provide to the Department's Contract Manager, or designee, for each Institution or Facility, a signed test report indicating the tests were performed to ensure the equipment is repaired and operating as designed, using current calibrated testing equipment traceable to minimum national standards:

- 2.3.1.3.3.1** Repairs, resulting from physical damage (i.e. misuse, dropped equipment), not covered under the maintenance agreement shall be noted and reported, but shall not be

corrected until PO is issued at the agreed upon hourly rate and discounted equipment prices, established by the resulting Contract.

- 2.3.1.3.3.2** If the Vendor fails to perform maintenance services and is required to correct or re-perform preventative maintenance services, it shall be at no cost to the Department and any services corrected or re-performed by the Vendor shall be subject to the same performance requirements as services initially performed. If the Vendor fails or refuses to correct or re-perform services to the Department's satisfaction, the Department may correct or replace, with similar services, and charge any service cost incurred to the Vendor.

## **2.4 Service Facility**

- 2.4.1** The Vendor shall have and maintain at least one (1) service facility located within each of the Department's geographical Regions (I through IV) as outlined in Attachment III, Delivery Locations, to include a mobile repair service that can provide service to mobile equipment permanently installed in the Department's fleet vehicles. The operating hours of each regional Vendor facility shall be at least 8:00 a.m. to 5:00 p.m., local time, Monday through Friday, excluding State holidays. The Vendor shall provide a list of all service facilities, as applicable, to the Department's Contract Manager, or designee, within 10 business days of executing the resultant Contract.

## **2.5 Parts and Parts Warranty**

- 2.5.1** All parts installed must be new, and in the original factory containers, unless they are refurbished equipment/parts, for a specific repair, which have been pre-approved by the Department's Contract Manager, or designee, in advance. Any receipt/invoice provided shall have a notation indicating the use of "new" or "refurbished" equipment/parts. The Vendor shall provide the Department's Contract Manager, or designee, with a copy of the manufacturer's invoice for all parts installed.
- 2.5.2** New parts must carry the full manufacturer's warranty. In no case shall a part carry a warranty of less than 90 calendar days. Refurbished equipment/parts shall carry a minimum of a 90 day full replacement warranty, including labor.
- 2.5.3** The Vendor shall maintain an inventory of parts sufficient for maintenance and repair of 800 MHz Radio Systems at each service repair facility(s) and must be able to support the eight (8) day turnaround time.

## **2.6 Substitute Equipment**

- 2.6.1** If a piece of fixed equipment (base station or desktop control station) must be removed for repair or is malfunctioning to the point it is unusable, the Vendor shall install a temporary substitute, if available. If a substitute isn't available, the Vendor shall repair the system to operate, if possible, until the repaired component or a permanent replacement is installed. Substituted equipment shall be provided at no additional cost to the Department.

## **2.7 Equipment Inventory and Locations**

An approximate inventory list of current equipment and the Department's Institutions or Facilities, where equipment is located, is provided in Attachment II, Current Equipment Inventory.

## **2.8 Emergency/After Hours/Force Majeure Repairs**

**2.8.1** Emergency/After Hour Repairs. If the Department requires the Vendor to make emergency repairs of fixed equipment outside of normal business hours (defined as 8:00 a.m. through 5:00 p.m., local time, Monday through Friday, excluding State holidays), the Vendor shall charge the rate specified in Attachment I, Price Page. All emergency repairs must be initiated and authorized by the Department's Contract Manager, or designee. All parts installed during an emergency repair shall be in accordance with this ITB and priced as indicated in Attachment I, Price Page. Billable hours charged to the Department shall commence upon signing in at an Institution or Facility and shall conclude upon signing out of the Institution or Facility. Repairs caused by Force Majeure are not included in this section.

**2.8.2** Force Majeure Repairs. If the Vendor is requested to make repairs of fixed equipment and it is determined that the damage to the equipment was caused by Force Majeure, the Vendor shall charge the Department at the hourly rate for emergency repairs, plus the cost of parts at the rate established by the resulting Contract. If the Force Majeure event prevents the supply of parts at a rate established by the resulting contract, then the parts shall be provided at a rate no greater than 10% above the Vendor's cost. All Force Majeure repairs must be initiated and authorized by the Department's Contract Manager, Warden, Assistant Warden, Administrative Lieutenant or Arsenal Sergeant. All parts installed shall be in accordance with Section 2.5, Parts and Parts Warranty defined above.

## **2.9 Supplementary Services**

**2.9.1** The Vendor shall perform, at the Department's request, supplementary services as outlined below, including replacement or repair of parts and equipment related to the Department's 800 MHz Radio Systems. Supplementary services are not covered under repair and maintenance or preventative maintenance as described in Section 2.1, General Specifications. The Vendor shall charge the Department the supplementary hourly rate for all supplementary services, plus the cost of parts (at the discounted percentage rate), as applicable. All supplementary services must be initiated and authorized by the Department's Contract Manager, Warden, Assistant Warden, Administrative Lieutenant or Arsenal Sergeant. All parts installed shall be in accordance with Section 2.5, Parts and Parts Warranty. Supplementary services shall include the following:

**2.9.1.1** The Vendor shall repair any transmission line, antenna, tower or tower lighting. However, the Vendor has no obligation or responsibility for any transmission medium, such as telephone lines, or computer networks not provided by the Vendor, internet cabling, or equipment malfunction caused by any transmission medium.

**2.9.1.2** The Vendor shall be responsible for re-programming of equipment, repair or replacement of accessories, belt clips, battery chargers, custom/special products, modified units and/or third-party software.

**2.9.1.3** If equipment cannot, in the Department's and Vendor's mutual opinion, be properly or economically repaired or parts replaced for any reason including excessive wear, unavailability of parts, obsolescence of the technology, or the practical feasibility of the scope of services as specified in this ITB, the Department reserves the right to add to or delete the equipment listed in Attachment II, Current Equipment Inventory. The Vendor shall comply with the following in delivering these services:

**2.9.1.3.1** If the cost of labor and parts to repair any piece of equipment exceeds 75% of the replacement or upgrade cost for new equipment, the Vendor

shall recommend replacing or upgrading the equipment instead of repairing.

**2.9.1.3.2** If any repair cost exceeds \$400.00 for subscriber units and \$8,000.00 for fixed equipment such repair must be authorized by the Department's Contract Manager, or designee, prior to proceeding with the repair. Supplementary services may be required, on an as needed basis, for physical damage to equipment, replacement of tower antennas, transmission cables, charger repairs, etc. The Vendor shall be granted a minimum charge of one (1) hour's labor at the supplementary services hourly rate for repair or replacement of the equipment. All parts for the repair or replacement shall be provided at the discounted percentage indicated in Attachment I, Price Page.

**2.9.1.3.3** Repairs not covered under the resulting Contract, such as a non-service repair, equipment requiring repairs to outer assembly (front, rear, knob assemble, display, and main board) shall be noted and reported and may be accomplished at the rates for maintenance and repair and percent discount of parts indicated in Attachment I, Price Page. A written quote of repair cost shall be provided to the Department's Contract Manager or designee.

**2.9.1.3.4** The Department reserves the right to procure services, resulting from this ITB, for any supplementary service outlined above.

## **2.10 Report**

The Vendor shall provide a monthly summary report, as an attachment to the monthly invoice, to the Department's Contract Manager, or designee, no later than 15 business days of the end of the month during which service has been provided. Each date of service, and repair, and shipping dates, if applicable, shall also be included.

## **2.11 Completion**

Upon completion of any service, the Vendor shall reconnect any utilities, replace equipment, appliances, and furniture, etc., moved during performance of the work. Any debris or rubbish resulting from services performed shall be removed and disposed of off-site and the premises shall be left clean, and in the order they were found prior to the services being performed.

## **2.12 Scheduling**

**2.12.1** Scheduling of services must be coordinated with the Department's Contract Manager, or designee, and shall not disturb the normal operation of the Institution/Facility.

**2.12.2** Upon completion and acceptance, and before payment will be made, the Vendor must furnish, to the Department, a Certificate of Warranty guaranteeing the services against any defect in materials or workmanship for the period specified in Section 2.5, Parts and Parts Warranty.

## **2.13 Staffing Requirements**

**2.13.1** The Vendor shall provide an adequate level of staffing for provision of the services outlined herein, and shall ensure that staff providing the services are highly trained and qualified.

Additionally, the Vendor shall liaise with and maintain a good working relationship with the judiciary, criminal justice system, FDC staff, and the community, if required, to support the ITB.

- 2.13.2** The Vendor shall comply with the Security Guidelines as set forth in Attachment IV, Security Requirements for Contractors. Violations of these guidelines may result in termination of the resulting Contract. The Vendor shall contact, within 10 business days of execution of the resultant ITB, the Institution(s) or Facility(s), listed in Attachment III, Delivery Locations, to obtain a copy of any specific Institution or Facility rules.
- 2.13.3** The Vendor's staff shall not display favoritism to, or preferential treatment of, one (1) inmate or Group of inmates over another.
- 2.13.4** The Vendor's staff shall not associate with any inmate except in a relationship that supports services under this ITB. Specifically, staff members must never accept for themselves or any member of their family, any personal (tangible or intangible) gift, favor, or service from an inmate or an inmate's family or close associate, no matter how trivial the gift or service may seem. The Vendor shall report to the Department's Contract Manager, or designee, any violations or attempted violation of these restrictions. In addition, no staff member shall give any gifts, favors or services to inmates, their family or close associates.
- 2.13.5** The Vendor's staff shall not enter into any business relationship with inmates or their families (example – selling, buying or trading personal property), or personally employ them in any capacity.
- 2.13.6** The Vendor's staff shall not have outside contact (other than incidental contact) with an inmate being served or their family or close associates, except for those activities that are to be rendered under the ITB.
- 2.13.7** The Vendor's staff shall not engage in any conduct which is criminal in nature or which would bring discredit upon the Vendor or the Department. In providing services pursuant to this ITB, the Vendor shall ensure that its employees avoid both misconduct and the appearance of misconduct.
- 2.13.8** Any violation, or attempted violation, of the restrictions referred to in this Section regarding employee conduct shall be reported by phone and in writing to the Department's Contract Manager, or designee, including proposed action to be taken by the Vendor. Any failure to report a violation or take appropriate disciplinary action against the offending party or parties shall subject the Vendor to appropriate action, up to and including termination of the resulting Contract.
- 2.13.9** The Vendor shall report any incident described above, or requiring investigation by the Vendor, in writing, to the Department's Contract Manager, or designee, within 24 hours of the Vendor's knowledge of the incident.
- 2.13.10** At no time shall any Vendor employee, while delivering services under this ITB, wear clothing that resembles or could reasonably be mistaken for an inmate's uniform or any correctional officer's uniform, or that bears the logo or other identifying words or symbol of any law enforcement or correctional department or agency.
- 2.13.11** Vendor Staff Employment Regulations
  - 2.13.11.1** The Vendor's staff assigned to this ITB shall be subject to, at the Department's discretion and expense, a Florida Department of Law Enforcement (FDLE) Florida Crime Information Center/National Crime Information Center (FCIC/NCIC) background/criminal records check. This background check will be conducted by the Department and may occur or re-occur at any time during the term

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

**2.13.11.2** The Vendor shall ensure that the Department's Contract Manager, or designee, is provided the information needed to have the FCIC/NCIC background check conducted prior to any new Vendor's staff being hired or assigned to work under the resulting Contract. The Vendor shall not offer employment to any individual or assign any individual to work under the ITB, who has not had an FCIC/NCIC background check conducted.

**2.13.11.3** No person who has been barred from any Department Facility shall provide services under this ITB.

**2.13.11.4** The Vendor shall not permit any individual to provide services under the resulting Contract who is under supervision or jurisdiction of any parole, probation, or correctional authority. Persons under any such supervision may work for other elements of the Vendor's agency that are independent of the services of the resulting Contract.

**2.13.11.5** The Vendor shall immediately report any new arrest, criminal charges or convictions of a current employee, under this ITB, to the Department's Contract Manager, or designee. The Vendor shall also disclose any business or personal relationship a Vendor's staff person, officer, agent or potential employee may have with anyone presently incarcerated or under the supervision of the Department.

## **2.14 Performance Measures and Financial Consequences**

**2.14.1** The Department desires to contract with a Vendor who clearly demonstrates its willingness to be held accountable for the achievement of certain performance measures in successfully delivering services under any resultant Contract. Therefore, the Department has developed the following Performance Measures which shall be used to measure the awarded Vendor's performance and delivery of services.

**2.14.2** The Department has developed the following Performance Measures that shall be used to measure the Vendor's performance and delivery of services.

Listed below are the key Performance Outcomes, Measures, and Standards deemed most crucial to the success of the overall desired service delivery. The Vendor shall ensure that the stated Performance Outcomes, Measures, and Standards (level of achievement) are met. All performance shall be measured on a monthly basis during the term of the resulting Contract.

**Performance Measure #1**

Outcome: A monthly summary report, as indicated in Section 2.10, Report, must be submitted within 15 business days of each calendar month, and must reflect all repairs, maintenance and parts provided during the month prior.

Measure: The scheduled date due of each submitted report to the actual date the report was received.

Standard: 95% of the required report that is submitted within the 15 business days of each calendar month.

Consequence: \$250 per percentage point or portion thereof below 95%.

**Performance Measure #2**

Outcome: All repairs of equipment as per, Section 2.3.1.3.2, Fixed Equipment, must be completed within eight (8) business days following the date the request from the Institution or Facility.

Measure: The date the fixed equipment was repaired and delivered back at the Institution or Facility as compared to the date the request for repair was received by the Vendor.

Standard: 98% of all fixed equipment, must be completed within eight (8) business days following notification from the Institution or Facility.

Consequence: \$500 per percentage point or portion thereof below 95%.

**Performance Measure #3**

Outcome: All preventative maintenance must be completed on an annual basis, each February, or immediately upon execution of the resulting Contract. Documentation of maintenance must be provided to the Department's Contract Manager, or designee, within two (2) months of maintenance.

Measure: The dates annual maintenance is completed will be compared to the dates annual maintenance is required.

Standard: 98% of all annual maintenance shall be completed each year and documentation provided to the Department's Contract Manager, or designee.

Consequence: \$500 per percentage point or portion thereof below 98%.

**Performance Measure #4**

Outcome: All equipment ordered shall be delivered within 30 calendar days of PO issuance, in accordance with Section 2.2.1.

Measure: The date of PO issuance shall be compared to the date of receipt/delivery of items ordered.

Standard: All equipment and inventory ordered shall be delivered to the Department within 30 calendar days of PO issuance.

Consequence: \$50 per day, per PO for items not received within 30 calendar days.

By submitting a Bid, the Vendor expressly agrees to the imposition of financial consequences, in addition to all other remedies available to the Department.

The Department's Contract Manager, or designee, will provide written notice to the Vendor's Representative of all financial consequences assessed accompanied by detail sufficient for justification of assessment. The Vendor shall forward a cashier's check or money order to the Department's Contract Manager, or designee, payable to the Department in the appropriate amount, within 10 calendar days of receipt of a written notice of demand for damages due, or in the alternative, the Vendor may issue a credit in the amount of damages due on the next monthly invoice.

Repeated failure to meet an established Performance Outcome and Standard, for a consecutive monitoring period will result in financial consequences being doubled. The Department may also choose to terminate the resulting Contract in the absence of any extenuating or mitigating circumstances.

## **2.15 Deliverables**

**2.15.1** The following services or service tasks are identified as deliverables for the purposes of this ITB:

- a. 800 MHZ radio system repair and preventative maintenance services as stated in Section 2.3;
- b. Supplementary Services, as stated in Section 2.9; and
- c. Monthly Report as stated in Section 2.10.

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

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

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

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

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

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

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

### **3.3 Mandatory Documentation**

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



- (1) Price Page (Attachment I)
- (2) Respondent's Contact Information (Attachment IV); and
- (3) Certification of Drug Free Workplace Program form, (Attachment VII), if applicable.

### **3.4 Records and Documentation**

To the extent that information is utilized in the performance of the resulting Contract or generated as a result of it, and to the extent that information meets the definition of "public record," as defined in Section 119.011(1), F.S., said information is recognized by the parties to be a public record and, absent a provision of law or administrative rule or regulation requiring otherwise, shall be made available for inspection and copying by any person upon request as provided in Chapter 119, F.S. The Vendor agrees to: (a) keep and maintain public records required by the Department in order to perform the service; (b) upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Vendor does not transfer the records to the Department; and (d) upon completion of the contract, transfer, at no cost, to the Department all public records in possession of the Vendor or keep and maintain public records required by the Department to perform the service. If the Vendor transfers all public records to the Department upon completion of the contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department. Unless a greater retention period is required by state or federal law, all documents pertaining to the program contemplated by this ITB shall be retained by the Vendor for a period of five (5) years after the termination of the resulting contract or longer as may be required by any renewal or extension of the Contract. Pursuant to Section 287.058(1)(c), F.S., the Department is allowed to unilaterally cancel the Contract for refusal by the Vendor to allow public access to all documents, papers, letters, or other material made or received by the Vendor in conjunction with the contract, unless the records are exempt from Section 24(a) of Art. I of the State Constitution and either Section 119.07(1) or 119.071 F.S.

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

### **3.5 Price Page**

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

If a submitted Price Page includes inconsistencies, inaccuracies, or is incomplete, it may be rejected by the Department. All calculations will be reviewed and verified. The Department may correct mathematical errors; however, in the event of any miscalculation, unit prices shall prevail.

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

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

### **3.7 Vendor Ombudsman**

A Vendor Ombudsman has been established within the Florida Department of Financial Services. The duties of this office include acting as an advocate for Vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted by contacting the Florida Department of Financial Services' at 1-800-342-2762.

### **3.8 Payment and Invoicing**

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

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

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

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

### **4.2 Vendor Inquiries**

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

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

#### **Procurement Officer Contact Information:**

Nicole Todd, Procurement Officer  
Bureau of Procurement  
Florida Department of Corrections  
501 South Calhoun Street  
Tallahassee, Florida 32399-2500  
Phone: (850) 717-3700  
Email: [purchasing@fdc.myflorida.com](mailto:purchasing@fdc.myflorida.com)

Between the release of the solicitation, and the end of the 72 hour period following posting of notice of intention to award (72 hour period excludes Saturdays, Sundays, and State holidays), Vendors responding to this solicitation, or persons acting on their behalf, may not contact any employee, or officer,

of the executive, or legislative branches of government, concerning any aspect of this solicitation, except in writing to the Procurement Officer as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response, as per Section 287.057(23), F. S.

Any person requiring special accommodation in responding to this solicitation, because of a disability, should call the Bureau of Procurement, at 850-717-3700, at least five (5) business days prior to any pre-solicitation conference, solicitation opening or meeting. For the hearing or speech impaired, please contact the Bureau of Procurement by using the Florida Relay Service, which can be reached at 1-800-955-8771 (TDD).

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

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

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

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

- (1) Bids may be sent by U.S. Mail, Courier, Overnight, or hand delivered to the location indicated in the Timeline. Electronic submission of Bids will not be accepted for the ITB;
- (2) All Bids must be submitted in a sealed envelope/package with the relevant ITB number and the date and time of the bid opening clearly marked on the outside of the envelope/package;
- (3) It is the Vendor's responsibility to assure its Bid submittal is delivered to the proper place and time as stipulated in the Timeline. The Department's clocks will stamp Bids received, and provide the official time for bid opening;
- (4) Late Bids will not be accepted; and
- (5) Submit one original Bid, and one (1) electronic copy in searchable PDF format on a CD. The electronic copy must contain the entire Bid, as submitted, including all supporting and signed documents. If the Vendor submits a redacted copy of the Bid, as outlined in Section 4.17, the Vendor should submit one (1) redacted hard copy and one (1) redacted electronic copy, in searchable PDF format (in addition to the non-redacted version), on CD. CDs submitted should not be password protected.

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

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

#### **4.6 Bid Opening**

Bids are due, and will be publicly opened, at the time, date, and location specified in the Timeline. Bid responses received late (after bid opening date and time) will not be accepted, nor considered, and modification by the Vendor of submitted Bids will not be allowed, unless the Department has made a request for additional information. Department staff will not be held responsible for the inadvertent

opening of a Bid response if it is not properly sealed, addressed, or identified. The name of all Vendors submitting Bids will be made available to interested parties, upon written request to the Procurement Officer.

#### **4.7 Bid Evaluation**

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

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

There are a total of four (4) award Groups. An award shall be made to the lowest responsive, responsible Bidder with the lowest Grand Total for Groups #1 and #3, as specified on Attachment I, Price Page. Groups #2 and #4 will be awarded to the Bidder with the most Cost Points, as follows:

The Bidder with the lowest prices will receive 75 cost points and the Bidder with the highest percentage discount will receive 25 cost points. All other Bids 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 Bid, per Group

X = Vendor's Grand Total Price by Group

A = Vendor's Total Discount

B = Highest Discount received by any Bid, per Group

Z = Cost Points Awarded

In the event the low-cost or highest point value Vendor is found non-responsive; the Department may proceed to the next lowest cost responsive Vendor and continue the award process.

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

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

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

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

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

#### **4.11 Addenda**

If the Department deems it necessary to supplement, modify, or interpret any portion of the solicitation or exhibits, addenda and materials relative to this procurement, information will be posted on the Vendor

Bid System ([http://vbs.dms.state.fl.us/vbs/main\\_menu](http://vbs.dms.state.fl.us/vbs/main_menu)). Interested parties are responsible for monitoring this site for new, changing, or clarifying information relative to this solicitation.

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

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

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

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

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

The Vendor shall not compensate, in any manner, directly or indirectly, any officer, agent or employee of the Department, for any act or service, which they may do, or perform, for, or on behalf of, any officer, agent, or employee of the Vendor. Officers, agents, or employees of the Department shall not have any interest, directly or indirectly, in any Contract or purchase made, or authorized to be made, by anyone for, or on behalf of, the Department.

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

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

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

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

Each Vendor doing business with the State of Florida as defined in Section 287.012, F.S., must register in the MFMP Vendor Information Portal (VIP) system, unless exempted under Rule 60A-1.030, Florida Administrative Code (F.A.C.). State agencies shall not enter into an agreement for the sale of commodities or contractual services, as defined in Section 287.012, F.S., with any Vendor not registered in the MFMP VIP system, unless exempted by Rule. A Vendor not currently registered in the MFMP VIP system shall do so within five (5) business days of award.

Registration may be completed at: <http://vendor.myfloridamarketplace.com>. Those needing assistance may contact the MFMP Customer Service Desk at 866-352-3776 or [vendorhelp@myfloridamarketplace.com](mailto:vendorhelp@myfloridamarketplace.com).

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

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

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

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

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

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

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

The Florida Department of Financial Services requires all vendors that do business with the state to electronically submit a Substitute W-9 Form to <https://flvendor.myfloridacfo.com>. Forms can be found at: <https://flvendor.myfloridacfo.com/casappsp/cw9hsign.htm>. Frequently asked questions/answers related to this requirement can be found at: <https://flvendor.myfloridacfo.com/W-9%20faqs.pdf>. The Florida Department of Financial Services is ready to assist vendors with additional questions. You may contact their Customer Service Desk at 850-413-5519 or [FLW9@myfloridacfo.com](mailto:FLW9@myfloridacfo.com).

#### **4.20 Contractor Certification**

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

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

During the solicitation evaluation process, if the Department receives identical pricing or scoring from multiple Vendors, the Department shall determine the order of award using the criteria set forth in Rule 60A-1.011, F.A.C. and Section 295.187, F.S. "Certified Veteran Business Enterprises".

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

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

#### **4.23 Inspector General**

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

#### **4.24 Protest Procedures**

Pursuant to Section 120.57(3), F.S, a Notice of Protest or Formal Written Protest must be filed with the Department's Agency Clerk. Filings may be made physically at 501 South Calhoun Street, Tallahassee, Florida 32399-2500, by email to: [CO-GCAgencyClerk@fdc.myflorida.com](mailto:CO-GCAgencyClerk@fdc.myflorida.com), or by facsimile to: (850) 922-4355. Protests must be made in compliance with Rules 28-110.003 and 28-110.004, F.A.C. Filings received after regular business hours (8:00 am to 5:00 pm ET) will be filed the next business day. Failure to file a protest within the time prescribed in Section 120.57(3), F.S., or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, F.S.

### **SECTION 5.0 SPECIAL CONDITIONS**

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

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

## **5.2 State Initiatives**

### **5.2.1 Diversity in Contracting**

The State of Florida is committed to supporting its diverse business industry and population through ensuring participation by minority, 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.

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 Vendors and subcontractors in this solicitation.

Information on Certified Minority Business Enterprises (CMBE) and Certified Service-Disabled Veteran Business Enterprises (CSDVBE) is available from the Office of Supplier Diversity at [http://dms.myflorida.com/agency\\_administration/office\\_of\\_supplier\\_diversity\\_osd/](http://dms.myflorida.com/agency_administration/office_of_supplier_diversity_osd/)

Diversity in Contracting documentation shall be submitted to the Department's Contract Administrator and should identify any participation by diverse Vendors and suppliers as prime Vendors, subcontractors, 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 (FEIN) 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 the Contract resulting from this solicitation.

### **5.2.2 Environmental Considerations**

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

## **5.3 Subcontracts**

The Vendor may, with prior written consent of the Department, enter into written Subcontracts for the delivery or performance of services, as indicated in this ITB. Anticipated Subcontract Agreements known at the time of bid submission, must be disclosed, and the amount of the Subcontract must be identified in the Bid. If a Subcontract has been identified at the time of bid submission, a copy of the proposed Subcontract must be submitted to the Department. No Subcontract, which the Vendor enters into with



respect to performance of any of its functions under the resultant Contract, shall in any way relieve the Vendor of any responsibility for the performance of its duties. All Subcontractors, regardless of function, who provide services on Department property, shall comply with the Department's security requirements, including background checks, and all other Contract requirements. All payments to Subcontractors shall be made by the Vendor.

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

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

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

The Department shall have unlimited rights to use, disclose or duplicate, for any purpose whatsoever, all information and data developed, derived, documented, or furnished by the Vendor. All computer programs and other documentation produced as part of the Contract shall become the exclusive property of the Florida Department of State, with the exception of data processing software developed by the Department pursuant to Section 119.084, F.S., and may not be copied or removed by any employee of the Vendor without express written permission of the Department.

The Vendor, without exception, shall indemnify and save harmless the Department, and its employees, from liability of any nature or kind, including costs and expenses, for, or on account of, any copyrighted, patented, or unpatented invention, process, or article, manufactured, or supplied, by the Vendor. The Vendor has no liability when such claim is solely and exclusively due to the combination, operation, or use of any article equipment or data not supplied by the Vendor, or is based solely and exclusively upon the Department's alteration of the article. The Department will provide prompt written notification of a claim regarding copyright or patent infringement, and will afford the Vendor full opportunity to defend the action and control the defense of such claim.

Further, if such a claim is made, or is pending, the Vendor may, at its option and expense, procure for the Department the right to continue use of, replace, or modify the article to render it non-infringing. (If none of the alternatives are reasonably available, the Department agrees to return the article to the Vendor upon its request and receive reimbursement, fees and costs, if any, as may be determined by a court of competent jurisdiction). If the Vendor uses any design, device, or material(s) covered by letter, patent or copyright, it is mutually agreed and understood, without exception, that the Contract prices shall include all royalties or costs arising from the use of such design, device, or materials.

## **5.5 Independent Contractor Status**

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

## **5.6 Assignment**

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

## **5.7 Severability**

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

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

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

## **5.9 Employment of Department Personnel**

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

## **5.10 Legal Requirements**

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

## **5.11 Insurance**

The Vendor agrees to provide adequate, comprehensive insurance coverage, and to hold such insurance at all times during the existence of the Contract resulting from this solicitation. The Vendor accepts full responsibility for identifying and determining the type(s) and extent of insurance necessary to provide reasonable financial protection for the Vendor, and the Department, under the Contract resulting from this solicitation. At a minimum, such insurance shall include workers' compensation and employer's liability insurance, per Florida statutory limits, covering all employees engaged in any Contract work; commercial general liability coverage; and automobile liability insurance covering all vehicles, owned or otherwise, used in the Contract work. The Vendor may be required to furnish the Department written verification of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Department reserves the right to require additional insurance where appropriate.

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

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**ATTACHMENT I  
PRICE PAGE  
FDC ITB-18-043**

<b>GROUP I - HARRIS RADIO EQUIPMENT</b>		
<b>Equipment Type</b>	<b>Model</b>	<b>Cost (Each)</b>
XG15P	Portable Radio	\$
XG25P	Portable Radio	\$
CS7000	Desktop Control Station	\$
MASTR III	Repeater Base Station	\$
<b>Grand Total for Group I:</b>		<b>\$</b>

<b>GROUP II</b>			
<b>GROUP II-A - HARRIS RADIO EQUIPMENT MAINTENANCE</b>			
<b>Equipment Type</b>	<b>1 Monthly Maintenance Charge</b>	<b>2 Estimated Equipment Quantity</b>	<b>Total (Columns 1 x 2)</b>
Harris Repeater Base Station	\$	87	\$
Harris P5100 Series Portable Radios	\$	4074	\$
Harris P5100 with Display	\$	340	\$
XG15P	\$	1600	\$
Harris Desktop Control Station	\$	93	\$
<b>Total for Group II-A:</b>			<b>\$</b>
<b>GROUP II-B – HOURLY LABOR RATES FOR MAINTENANCE &amp; REPAIR</b>			
Emergency/After Hours Repairs Hourly Rate for Fixed Equipment			\$
Force Majeure Repairs Hourly Rate for Fixed Equipment			\$
Supplementary Services Hourly Rate			\$
<b>Total for Group II-B:</b>			<b>\$</b>
<b>Total for Group II-A and II-B Pricing:</b>			<b>\$</b>
<b>GROUP II-C – DISCOUNT OFF MSRP FOR REPAIR PARTS</b>			
Percentage discount for Harris equipment parts (i.e. battery chargers) and accessories not covered under maintenance and repair.			_____ %
<b>Total Group II Cost Points (To be assigned by the Department)</b>			_____

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

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

GROUP III - MOTOROLA RADIO EQUIPMENT		
Equipment Type	Model	Cost (Each)
APX1000	Portable Radio	\$
GTR8000	Repeater Base Station	\$
MCC5500	Dispatch Console	\$
<b>Total for Group III:</b>		<b>\$</b>

GROUP IV-A - MOTOROLA RADIO EQUIPMENT MAINTENANCE			
Equipment Type	1 Monthly Maintenance Charge	2 Estimated Equipment Quantity	Total (Columns 1 x 2)
Motorola Quantar/Quantor Base Station	\$	5	\$
Motorola MCC5500 Radios	\$	5	\$
Motorola XTS1500 Portable Radios	\$	442	\$
Motorola XTS2000 Portable Radios	\$	20	\$
<b>Total for Group IV-A:</b>			<b>\$</b>

GROUP IV-B – HOURLY LABOR RATES FOR MAINTENANCE & REPAIRS	
Emergency/After Hours Repairs Hourly Rate for Fixed Equipment	\$
Force Majeure Repairs Hourly Rate for Fixed Equipment	\$
Supplementary Services Hourly Rate	\$
<b>Total for Group IV-B:</b>	
	<b>\$</b>

GROUP IV-C – DISCOUNT OFF MSRP	
Percentage discount for Motorola parts (i.e. battery chargers) and accessories not covered under maintenance and repair.	_____ %
<b>Total Group IV Cost Points (To be assigned by the Department)</b>	
	_____

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

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

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

\_\_\_\_\_  
DATE

**ATTACHMENT II  
EQUIPMENT INVENTORY**

<b>FACILITY</b>	<b>TYPE</b> P = Portable B = Base D = Desktop	<b>MANUFACTURER</b>	<b>MODEL</b>	<b>QTY</b>
Apalachee	P	Harris	P5100	160
Apalachee	B	Harris	MASTR III	2
Apalachee	D	Harris	M725/7100	2
Calhoun CI	P	Harris	P5100	105
Calhoun CI	B	Harris	MASTR III	2
Calhoun	D	Harris	M725/7100	2
Century CI	P	Harris	P5100	120
Century CI	B	Harris	MASTR III	2
Century CI	D	Harris	M725/7100	2
Franklin CI	P	Harris	P5100	160
Franklin CI	B	Harris	MASTR III	2
Franklin	D	Harris	M725/7100	2
Gulf CI	P	Harris	P5100	175
Gulf CI	B	Harris	MASTR III	2
Gulf CI	D	Harris	M725/7100	3
Gadsden Re-Entry	P	Harris	P5100	40
Gadsden Re-Entry	B	Harris	MASTR III	1
Gadsden Re-Entry	D	Harris	M725/7100	2
Holmes CI	P	Harris	P1500	105
Holmes	B	Harris	MASTR III	2
Holmes CI	D	Harris	M725/7100	2
Jackson CI	P	Harris	P5100	115
Jackson CI	B	Harris	MASTR III	2
Jackson CI	D	Harris	M725/7100	2
Jefferson CI	P	Harris	P5100	80
Jefferson CI	B	Harris	MASTR III	2
Jefferson CI	D	Harris	M725/7100	1
Liberty CI	P	Harris	P5100	150
Liberty CI	B	Harris	MASTR III	3
Liberty CI	D	Harris	M725/7100	2
Quincy Annex	P	Harris	P5100	40
Quincy Annex	B	Harris	MASTR III	1
Quincy Annex	D	Harris	M725/7100	2
Okaloosa CI	P	Harris	P5100	110
Okaloosa CI	B	Harris	MASTR III	2
Okaloosa CI	D	Harris	M725/7100	2
Santa Rosa CI	P	Harris	P5100	350

<b>FACILITY</b>	<b>TYPE</b> P = Portable B = Base D = Desktop	<b>MANUFACTURER</b>	<b>MODEL</b>	<b>QTY</b>
Santa Rosa CI	B	Harris	MASTR III	3
Santa Rosa CI	D	Harris	M725/7100	4
Walton CI	P	Harris	P5100	125
Walton CI	B	Harris	MASTR III	2
Walton CI	D	Harris	M725/7100	2
NWFRC	P	Harris	P5100	205
NWFRC	B	Harris	MASTR III	2
NWFRC	D	Harris	M725/7100	2
Wakulla CI	P	Harris	P5100	225
Wakulla CI	B	Harris	MASTR III	3
Wakulla CI	B	Harris	M725/7100	4

<b>FACILITY</b>	<b>TYPE</b> P = Portable B = Base D = Desktop	<b>MANUFACTURER</b>	<b>MODEL</b>	<b>QTY</b>
Baker CI	P	Harris	P5100	120
Baker CI	B	Harris	MASTR III	2
Baker CI	D	Harris	M725/7100	2
Baker Re-Entry	P	Harris	P5100	40
Baker Re-Entry	B	Harris	MASTR III	1
Baker Re-Entry	D	Harris	M725/7100	2
Columbia CI	P	Harris	P1500	170
Columbia CI	B	Harris	MASTR III	3
Columbia CI	D	Harris	M725/7100	3
Cross City CI	P	Harris	P5100	150
Cross City CI	B	Harris	MASTR III	3
Cross City	D	Harris	M725/7100	4
FSP	P	Harris	P1500	259
FSP	B	Harris	MASTR III	2
FSP	D	Harris	M725/7100	3
Hamilton CI	P	Harris	P5100	170
Hamilton CI	B	Harris	MASTR III	3
Hamilton CI	D	Harris	M725/7100	4
Lancaster CI	P	Harris	P5100	105
Lancaster CI	B	Harris	MASTR III	2
Lancaster CI	D	Harris	M725/7100	3

<b>FACILITY</b>	<b>TYPE</b> P = Portable B = Base D = Desktop	<b>MANUFACTURER</b>	<b>MODEL</b>	<b>QTY</b>
Gainesville	P	Harris	P5100	45
Gainesville	B	Harris	MASTR III	1
Gainesville	D	Harris	M725/7100	1
Lawtey CI	P	Harris	P5100	80
Lawtey CI	D	Harris	M725/7100	2
Lawtey CI	B	Harris	MASTR III	1
New River WC	P	Harris	P5100	24
New River WC	B	Harris	MASTR III	1
New River WC	D	Harris	M725/7100	1
New River	P	Harris	P5100	71
New River	B	Harris	MASTR III	1
New River	D	Harris	M725/7100	2
Putnam CI	B	Harris	MASTR III	1
Putnam CI	D	Harris	M752/7100	1
Madison CI	P	Harris	P1500	120
Madison CI	B	Harris	MASTR III	2
Madison CI	D	Harris	M725/7100	3
Mayo CI	P	Harris	P5100	120
Mayo CI	B	Harris	MASTR III	3
Mayo	D	Harris	M725/7100	3
RMC	P	Harris	P1500	276
RMC	B	Harris	MASTR III	4
RMC	D	Harris	M725/7100	3
Suwannee	P	Harris	P5100	190
Suwannee	B	Harris	MASTR III	3
Suwannee	D	Harris	M725/7100	4
Tomoka CI	P	Harris	P5100	125
Tomoka CI	B	Harris	MASTR III	2
Tomoka CI	D	Harris	M725/7100	2
Union	P	Harris	P5100	109
Union	B	Harris	MASTR III	3
Union	D	Harris	M725/7100	3
Taylor CI	P	Harris	P1500	158
Taylor CI	B	Harris	MASTR III	3
Taylor CI	D	Harris	M725/7100	3



REGION III HARRIS EQUIPMENT				
FACILITY	TYPE P = Portable B = Base D = Desktop	MANUFACTURER	MODEL	QTY
FWRC	P	Harris	P5100	120
FWRC	B	Harris	MASTR III	1
FWRC	D	Harris	M725 /7100	2
Lowell	P	Harris	P5100	230
Lowell	B	Harris	MASTR III	3
Lowell	D	Harris	M725 /7100	4
Marion CI	P	Harris	P5100	125
Marion CI	B	Harris	MASTR III	2
Marion CI	D	Harris	M725 /7100	2
Everglades CI	P	Harris	P5100	77
Everglades CI	B	Harris	MASTR III	1
Everglades CI	D	Harris	M725 /7100	2
Everglades ReEn	P	Harris	P5100	28
Everglades ReEn	B	Harris	MASTR III	1
Everglades ReEn	D	Harris	M725 /7100	2
Okeechobee CI	P	Harris	P5100	130
Okeechobee CI	B	Harris	MASTR III	2
Okeechobee CI	D	Harris	M725 /7100	1
Sago Palms	P	Harris	P5100	45
Sago Palms	B	Harris	MASTR III	1
Sago Palms	D	Harris	M725 /7100	2
Avon Park	P	Harris	XG15P	96
Avon Park	B	Harris	MASTR III	2
Avon Park	D	Harris	CS7000	2
Desoto AX	P	Harris	XG15P	123
Desoto AX	B	Harris	MASTR III	2
Desoto AX	D	Harris	MASTR III	2
Hardee CI	P	Harris	XG15P	123
Hardee CI	B	Harris	MASTR III	2
Hardee CI	D	Harris	CS 7000	2
Hernando CI	P	Harris	XG15P	38
Hernando CI	B	Harris	MASTR III	1
Hernando CI	D	Harris	CS7000	1
Lake CI	P	Harris	XG15P	113
Lake CI	B	Harris	MASTR III	2
Lake CI	D	Harris	CS 7000	2
Polk CI	P	Harris	XG15P	110
Polk CI	D	Harris	CS 7000	2
Polk CI	B	Harris	MASTR	1
Sumter CI	P	Harris	XG15P	142
Sumter CI	B	Harris	MASTR III	2
Sumter CI	D	Harris	CS 7000	2
Zephyrhills	P	Harris	XG15P	65
Zephyrhills	B	Harris	MASTR III	1
Zephyrhills	D	Harris	CS 7000	1

REGION IV HARRIS EQUIPMENT				
FACILITY	TYPE P = Portable B = Base D = Desktop	MANUFACTURER	MODEL	QTY
Charlotte CI	P	Harris	XG15P	111
Charlotte CI	B	Harris	MASTR III	1
Charlotte CI	D	Harris	CS 7000	1
Dade CI	P	Harris	XG15P	127
Dade CI	B	Harris	MASTR III	1
Dade CI	D	Harris	CS 7000	2
Martin CI	P	Harris	XG15P	128
Martin CI	B	Harris	MASTR III	2
Martin CI	D	Harris	CS 7000	2
Charlotte CI	P	Harris	XG15P	111
Charlotte CI	B	Harris	MASTR III	1
Charlotte CI	D	Harris	CS 7000	1
Dade CI	P	Harris	XG15P	127

REGION III and IV MOTOROLA EQUIPMENT				
FACILITY	TYPE P = Portable B = Base D = Desktop	MANUFACTURER	MODEL	QTY
Central Florida Reception Center	P	Motorola	XTS 1500	240
Central Florida Reception Center	P	Motorola	XTS 2000	10
Central Florida Reception Center	D	Motorola	MCC5500	3
Central Florida Reception Center	B	Motorola	Quantar/ Quantro	3
South Florida Reception Center	P	Motorola	XTS1500	202
South Florida Reception Center	P	Motorola	XTS2000	10
South Florida Reception Center	D	Motorola	MCC5500	2
South Florida Reception Center	B	Motorola	Quantar / Quantor	2

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**ATTACHMENT III  
DELIVERY LOCATIONS**

<b>REGION I</b>	
<b>APALACHEE CORRECTIONAL INSTITUTION 35 APALACHEE DRIVE SNEADS, FL 32460</b>	<b>CALHOUN CORRECTIONAL INSTITUTION 19562 SE INSTITUTION DRIVE BLOUNTSTOWN, FL 32424</b>
<b>CENTURY CORRECTIONAL INSTITUTION 400 TEDDER ROAD CENTURY, FL 32535</b>	<b>FRANKLIN CORRECTIONAL INSTITUTION 1760 HWY 67 NORTH CARRABELLE, FL 32322</b>
<b>GADSDEN RE-ENTRY center 540 OPPORTUNITY LANE HAVANA, FL 32333</b>	<b>GULF CORRECTIONAL INSTITUTION 500 IKE STEELE ROAD WEWAHITCHKA, FL 32465</b>
<b>HOLMES CORRECTIONAL INSTITUTION 3142 THOMAS DRIVE BONIFAY, FL 32425</b>	<b>JACKSON CORRECTIONAL INSTITUTION 5563 10<sup>TH</sup> STREET MALONE, FL32445</b>
<b>JEFFERSON CORRECTIONAL INSTITUTION 1050 BIG JOE ROAD MONTICELLO, FL 32344</b>	<b>LIBERTY CORRECTIONAL INSTITUTION 11064 NW DEMPSEY BARRON ROAD BRISTOL, FL 32321</b>
<b>NORTH WEST FLORIDA RECEPTION CENTER (NWFRC) 4455 SAM MITCHELL DRIVE CHIPLEY, FL 32428</b>	<b>OKALOOSA CORRECTIONAL INSTITUTION 3189 COLONEL GREG MALLOY RD CRESTVIEW, FL 32539</b>
<b>QUINCY ANNEX 2225 PAT THOMAS PARKWAY QUINCY, FLORIDA 32351</b>	<b>SANTA ROSA CORRECTIONAL INSTITUTION 5850 EAST MILTON ROAD MILTON, FL 32583</b>
<b>WAKULLA CORRECTIONAL INSTITUTION 110 MELALEUCA DR CRAWFORDVILLE, FLORIDA 32327</b>	<b>WALTON CORRECTIONAL INSTITUTION 691 INSTITUTION ROAD DEFUNIAK SPRINGS, FL 32433</b>

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<b>REGION II</b>	
<b>BAKER CORRECTIONAL INSTITUTION</b> 20706 US HWY 90 WEST SANDERSON, FL 32087	<b>PUTNAM CORRECTIONAL INSTITUTION</b> 128 YELVINGTON ROAD EAST PALATKA, FL 32131
<b>BAKER RE-ENTRY CENTER</b> 17128 U.S HIGHWAY 90 WEST SANDERSON, FLORIDA 32087-2359	<b>MEDICAL AND RECEPTION CENTER</b> 7765 S COUNTY ROAD 231 LAKE BUTLER, FL 32054
<b>COLUMBIA CORRECTIONAL INSTITUTION</b> 216 SE CORRECTIONS WAY LAKE CITY, FL 32025	<b>CROSS CITY CORRECTIONAL INSTITUTION</b> 568 NE 255 <sup>TH</sup> STREET CROSS CITY, FL 32628
<b>FLORIDA STATE PRISON</b> 7819 NW 228 <sup>TH</sup> STREET RAIFORD, FL 32026	<b>HAMILTON CORRECTIONAL INSTITUTION</b> 10650 SW 46 <sup>TH</sup> STREET JASPER, FL 32052
<b>LANCASTER CORRECTIONAL INSTITUTION</b> 3449 SW STATE ROAD 26 TRENTON, FL 32693	<b>LAWTEY CORRECTIONAL INSTITUTION</b> 22298 NE COUNTY ROAD 200B LAWTEY, FL 32058
<b>MADISON CORRECTIONAL INSTITUTION</b> 382 SW MCI WAY MADISON, FL 32340	<b>MAYO CORRECTIONAL INSTITUTION</b> 8784 W US HWY 27 MAYO, FL 32066
<b>NEW RIVER CORRECTIONAL INSTITUTION</b> 7819 NW 228th St, RAIFORD, FL 32026	<b>TAYLOR CORRECTIONAL INSTITUTION</b> 8501 HAMPTON SPRINGS ROAD PERRY, FLORIDA 32348
<b>TOMOKA CORRECTIONAL INSTITUTION</b> 3950 TIGER BAY ROAD DAYTONA BEACH, FL 32124	<b>SUWANNEE CORRECTIONAL INSTITUTION</b> 5964 US HIGHWAY 90 LIVE OAK, FL 32060
<b>UNION CORRECTIONAL INSTITUTION</b> 7819 NW 228 <sup>TH</sup> STREET RAIFORD, FL 32026	

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<b>REGION III</b>	
<b>AVON PARK CORRECTIONAL INSTITUTION COUNTY ROAD 64 EAST AVON PARK, FL 33826</b>	<b>CENTRAL FLORIDA RECEPTION CENTER 7000H.C KELLY ROAD ORLANDO, FL 323831</b>
<b>DESOTO ANNEX 13617 SE HWY 70 ARCADIA, FL 34266</b>	<b>FLORIDA WOMEN'S RECEPTION CENTER 3700 NW 111<sup>th</sup> Place OCALA, FL 34482</b>
<b>HARDEE CORRECTIONAL INSTITUTION 6901 STATE ROAD 62 BOWLING GREEN, FL 33834</b>	<b>HERNANDO CORRECTIONAL INSTITUTION 16415 SPRINGHILL DRIVE BROOKSVILLE, FL 34604</b>
<b>LAKE CORRECTIONAL INSTITUTION 19225 US HIGHWAY 27 CLERMONT, FL 34715</b>	<b>LARGO ROAD PRISON 5201 ULMERTON ROAD CLEARWATER, FL 33760</b>
<b>LOWELL CORRECTIONAL INSTITUTION 11120 NW GAINESVILLE ROAD OCALA, FL 34482</b>	<b>MARION CORRECTIONAL INSTITUTION 3269 NW 105<sup>TH</sup> STREET OCALA, FL 34482</b>
<b>POLK CORRECTIONAL INSTITUTION 10800 EVANS ROAD POLK CITY, FL 33868</b>	<b>SUMTER CI 9544 COUNTY ROAD 476B BUSHNELL, FL 33513-0667</b>
<b>ZEPHYRHILLS CORRECTIONAL INSTITUTION 2739 GALL BOULEVARD ZEPHYRHILLS, FL 33541-9701</b>	

<b>REGION IV</b>	
<b>CHARLOTTE CORRECTIONAL INSTITUTION 33123 OIL WELL ROAD PUNTA GORDA, FL 33955</b>	<b>DADE CORRECTIONAL INSTITUTION 19000 SW 377<sup>TH</sup> STREET FLORIDA CITY, FL 33034</b>
<b>EVERGLADES CORRECTIONAL INSTITUTION 1599 SW 187<sup>TH</sup> AVE. MIAMI, FL 33194</b>	<b>HOMESTEAD CORRECTIONAL INSTITUTION 19000 SW 377<sup>TH</sup> STREET FLORIDA CITY, FL 33034</b>
<b>MARTIN CORRECTIONAL INSTITUTION 1150 SW ALLAPATTAH ROAD INDIANTOWN, FL 34956</b>	<b>OKEECHOBEE CORRECTIONAL INSTITUTION 3420 NE 168<sup>TH</sup> STREET OKEECHOBEE, FL 34972</b>
<b>SOUTH FLORIDA RECEPTION CENTER 14000 NW 41<sup>ST</sup> STREET DORAL, FL 33178</b>	<b>LOXAHATCHEE ROAD PRISON 230 SUNSHINE ROAD WEST PALM BEACH, FL 33411</b>

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**ATTACHMENT IV  
VENDOR'S CONTACT INFORMATION  
FDC ITB-18-043**

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: \_\_\_\_\_

\_\_\_\_\_

**ATTACHMENT V  
PURCHASE ORDER TERMS AND CONDITIONS**

**STATE OF FLORIDA  
DEPARTMENT OF CORRECTIONS  
AND  
FLORIDA COMMISSION ON OFFENDER REVIEW  
PURCHASE ORDER (PO) TERMS AND CONDITIONS  
Revised: November, 2016**

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

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

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

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

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

12. The terms of this PO will supersede the terms of any and all prior or subsequent agreements you may have with the Department with respect to this purchase. Accordingly, in the event of any conflict, the terms of this PO shall govern.



13. As required by State of Florida Executive Order Number 11-116, the Vendor identified in this PO is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify employment eligibility of: all persons employed during the contract term by the Vendor to perform employment duties pursuant to the Contract, within Florida; and all persons, including subcontractors, assigned by the Vendor to perform work pursuant to the Contract with the Department. (<http://www.uscis.gov/e-verify>) Additionally, the Vendor shall include a provision in all subcontracts that requires all subcontractors to utilize the U.S. Department of Homeland Security's E-Verify system to verify employment eligibility of: all persons employed during the contract term by the Vendor to perform work or provide services pursuant to this Contract with the Department.
14. The employment of unauthorized aliens by any Vendor is considered a violation of Section 274A(E) of the Immigration and Nationality Act. If the Vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this PO.
15. No Vendors or any personnel assigned to provide goods and/or services, as specified by this PO, may be a convicted felon or have relatives either confined by or under supervision of the Department, unless an exception is granted by the Department prior to the rendering of goods and/or services.
16. The Vendor will comply with the national standards to prevent, detect, and respond to prison rape under the Prison Rape Elimination Act (PREA), Federal Rule 28 C.F.R. Part 115. The Vendor will also comply with all Department policies and procedures that relate to PREA, which will be made available to the Vendor upon request.
17. The Vendor agrees to: (a) keep and maintain public records required by the Department in order to perform the service; (b) upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract if the Contractor does not transfer the records to the Department; and (d) upon completion of the Contract, transfer, at no cost, to the Department all public records in possession of the Contractor or keep and maintain public records required by the Department to perform the service. If the Contractor transfers all public records to the Department upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department. Pursuant to §287.058(1)(c), F.S, the Department is allowed to unilaterally cancel the Contract for refusal by the Contractor to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with the Contract, unless the records are exempt from §24(a) of Art. I of the State Constitution and §119.07(1), F.S.

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

**Florida Department of Corrections**  
**ATTN: Public Records Unit**  
**501 South Calhoun Street**  
**Tallahassee, Florida 32399-2500**  
**Telephone: (850) 717-3605**  
**Fax: (850) 922-4355**  
**Email: [CO.PublicRecords@mail.dc.state.fl.us](mailto:CO.PublicRecords@mail.dc.state.fl.us)**

18. The Vendor shall comply with Section 20.055(5), F.S., which states; it is the duty of every state officer, employee, agency, special district, board, commission, Vendor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review or hearing.
19. If this PO exceeds \$1,000,000.00 in total, the Vendor agrees that they are not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List created pursuant to Sections 215.473, F.S. and 215.4725, F.S. Pursuant to Section 287.135(5), F.S., and 287.135(3), F.S., the Vendor agrees the Department may immediately terminate the PO if the Vendor is found to be on or is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel during the term of the PO.

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**ATTACHMENT VI**  
**SECURITY REQUIREMENTS FOR CONTRACTORS**  
**FDC ITB-18-043**

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

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

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

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

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**ATTACHMENT VII**

**CERTIFICATION OF DRUG FREE WORKPLACE PROGRAM**

**FDC ITB-18-043**

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

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

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

**Company Name:** \_\_\_\_\_

\_\_\_\_\_  
**AUTHORIZED REPRESENTATIVE SIGNATURE**

(Form revised 11/10/15)