



FLORIDA DEPARTMENT OF CORRECTIONS

Bureau of Procurement

INVITATION TO NEGOTIATE (ITN)

FOR

STATEWIDE CANTEEN OPERATIONS, VISITING PARK VENDING, AND ANCILLARY SERVICES

FDC ITN-19-016

RELEASED ON

September 6, 2019

By the:

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Bureau of Procurement
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TIMELINE
FDC ITN-19-016

| EVENT | DUE DATE | LOCATION |
|---|---|--|
| Release of ITN | September 6, 2019 | Vendor Bid System (VBS): http://vbs.dms.state.fl.us/vbs/main_menu |
| Mandatory Pre-Reply Conference and Site Visits | September 2019 | See Section 4.17 for information regarding the mandatory site visits. |
| Questions Due | September 30, 2019 prior to 5:00 p.m., Eastern Time | Submit to: Florida Department of Corrections Bureau of Procurement, Lacy Perkins Email: purchasing@fdc.myflorida.com <i>(reference solicitation number in subject line)</i> |
| Anticipated Posting of Answers to Submitted Questions | November 6, 2019 | Vendor Bid System (VBS): http://vbs.dms.state.fl.us/vbs/main_menu |
| Sealed Replies Due and Opened | December 4, 2019 at 2:00 p.m., Eastern Time | Florida Department of Corrections Bureau of Procurement, Lacy Perkins 501 South Calhoun Street Tallahassee, Florida 32399 |
| Evaluation Team Meeting | December 11, 2019 at 2:00 p.m., Eastern Time | Florida Department of Corrections Bureau of Procurement 501 South Calhoun Street Tallahassee, Florida 32399 |
| Anticipated Negotiations | January-March, 2020 | Florida Department of Corrections Bureau of Procurement 501 South Calhoun Street Tallahassee, Florida 32399 |
| Anticipated Posting of Intent to Award | June 2020 | Vendor Bid System (VBS): http://vbs.dms.state.fl.us/vbs/main_menu |

SECTION 1 – DEFINITIONS

The following terms used in this Invitation to Negotiate (ITN), unless the context otherwise clearly requires a different construction and interpretation, have the following meanings:

- 1.1 **Administrative Confinement:** The temporary removal of an Inmate from the general Inmate population to provide for security and safety until more permanent Inmate management processes can be concluded.
- 1.2 **American Correctional Association (ACA):** An international accreditation entity that establishes national standards for, and conducts audits of, correctional programs, in order to assess their administration and management, the facilities, operations and services, Inmate programs, staff training, medical services, sanitation, use of segregation and detention, incidents of violence, crowding, offender activity levels, and provision of basic services which may impact the life, safety, and health of Inmates and staff.
- 1.3 **Americans with Disabilities Act (ADA):** Legislation which prohibits discrimination based on disability, found in Title II and III of the Code of Federal Regulations (C.F.R.), and guarantees that people with disabilities have the same opportunities as everyone else to enjoy employment opportunities, to purchase goods and services, and to participate in State and local government programs and services.
- 1.4 **Ancillary Services:** Additional services to be provided by the Vendor to include, but not be limited to: Inmate visiting park photos and Package Program orders.
- 1.5 **Authorized Property Items:** Items approved to be retained by Inmates during their incarceration. Authorized property items may either be issued by the Department or made available for purchase from a Department-approved Vendor.
- 1.6 **Average Daily Population:** The population calculated by adding all the Department's daily prison populations in a month and then dividing that monthly total by the number of calendar days in that month.
- 1.7 **Business Hours:** 8:00 a.m. - 5:00 p.m., Eastern Time (E.T.), excluding weekends and State holidays.
- 1.8 **Canteen:** A site within a Correctional Institution or satellite facility at which pre-packaged food and other approved items are available for purchase. There are both a) Inmate Canteens that sell items on a cashless basis to Inmates only, and b) Visiting Park Canteens which sell items to both Inmates and their visitors. Where used herein, the term "Canteen" refers to both types of Canteens, unless one type is specified.
- 1.9 **Canteen Review Team:** The Department's staff assigned to review Canteen operations and make determinations regarding any revisions to those operations. This includes reviewing the acceptability of proposed products and their packaging, requests for price increases/decreases, and requests for additions/deletions of items to Canteen menus.
- 1.10 **Cashless System:** An integrated, computerized system that allows Customers to purchase merchandise from the Canteens, Visiting Park Vending machines, and Ancillary Services, utilizing an electronic form of payment in lieu of cash.
- 1.11 **Close Management (CM):** The confinement of an Inmate apart from the general population for reasons of security or the order and effective management of the Institution, where the Inmate,

through her/his behavior has demonstrated an inability to live in the general population without abusing the rights and privileges of others.

- 1.12 **Contract:** The formal written agreement resulting from this ITN between the Successful Vendor and the Department.
- 1.13 **Contract Compliance Monitoring:** An in-depth, comprehensive evaluation conducted annually by the Department's Contract Manager, or designee, to document the Contractor's compliance with the terms of the Contract, and to evaluate overall Contractor performance. The frequency of monitoring is at the discretion of the Department's Contract Manager, or designee, with programs functioning at a satisfactory level being monitored less frequently.
- 1.14 **Contract Manager:** The designated Department employee who serves as the primary point of contact between the Contractor and the Department.
- 1.15 **Contractor:** The Successful Vendor who, upon finalization of the ITN process, enters into a two-party Contract with the Department.
- 1.16 **Contractor Staff:** Employees of the Contractor responsible for management and supervision of the Canteen operations at the Institution.
- 1.17 **Cost Reply:** The portion of the Reply submitted which must include the Attachment III, Price Information Sheet.
- 1.18 **Correctional Institutions (Institutions):** All of the Department's correctional institutions, annexes, road prisons, work/forestry camps, treatment centers, community release centers, reentry centers, and other satellite facilities.
- 1.19 **Corrective Action Plan (CAP):** A Contractor's comprehensive written response to any deficiencies discovered during Contract Compliance Monitoring, and plan for remediation of those deficiencies.
- 1.20 **Criminal Justice Information (CJI):** All of the FBI Criminal Justice Information Services (CJIS) data necessary for law enforcement and associated civil agencies to perform their designated missions. This data includes, but is not limited to biometrics, identity history, demographics, property, and case/incident history data, as defined by the CJIS Policy published by the U.S. Department of Justice.
- 1.21 **Customer(s):** A person(s) authorized to purchase products from a Department-approved source. This includes Inmates, an Inmate's family members and friends, or other visitors.
- 1.22 **Crisis Stabilization Units (CSUs):** Units that provide an intensive level of care to Inmates for close observation, management, and treatment interventions, while seeking rapid stabilization of acute mental health symptoms and conditions.
- 1.23 **Death Row:** A class of custody, also known as Maximum Custody (different from Maximum Management), wherein the Inmate is incarcerated under a sentence of death.
- 1.24 **Department (FDC):** The State of Florida, Department of Corrections.
- 1.25 **Disciplinary Confinement:** A punitive housing status in which Inmates found guilty of committing violations of the Department's rules are confined, for specified periods of time, to individual cells based upon authorized penalties for prohibited conduct.

- 1.26 Fair Market Value:** An estimate of the price of a product, based on what a knowledgeable, willing, and unpressured buyer would pay to a knowledgeable, willing, and unpressured seller in the market.
- 1.27 Gain Time:** A deduction from an Inmate's sentence used to incentivize satisfactory Inmate behavior such as participation in productive activities, and performance of outstanding deeds or services.
- 1.28 Gain Time Rating:** An overall, monthly rating assigned to each Inmate for consideration of gain time award. The rating is derived from the receipt of gain time evaluations, based upon the Inmate's evaluations from security, work, and other program components, as assigned.
- 1.29 General Population:** The population of Inmates who are not in a special housing status, inpatient mental health programs, or medical unit(s).
- 1.30 HIPAA:** The administrative simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA, Title II) that address the security and privacy of health data.
- 1.31 Infirmity Mental Health Care Unit:** The first, and least restrictive level of inpatient mental health care, consisting of a brief admission to the Institution's infirmary for patients residing in the General Population.
- 1.32 Inmate:** A person residing in a Correctional Institution, admitted, or committed to the care and custody of the Department. This term encompasses all persons residing in any current or new facility, including but not limited to, Correctional Institutions, annexes, and other satellite facilities.
- 1.33 Inmate Canteen Hours:** Generally, 8:00 a.m. to 11:00 a.m. and 1:30 p.m. to 3:00 p.m., E.T.
- 1.34 Inmate Canteen Operator:** An Inmate, approved by the Department's institutional classification team, who is trained by the Contractor's staff to receive, stock, and/or sell Department-approved Canteen items.
- 1.35 Inmate Payroll Report:** A report provided by the Contractor which identifies the Inmates who worked in the Canteen for the previous reporting period.
- 1.36 Mandatory Responsiveness Requirement(s):** Terms, conditions, and requirements that must be met by the Vendor to be considered responsive to this ITN. Failure to meet these responsiveness requirements will result in rejection of a Reply.
- 1.37 Master Products List:** The entire list of approved goods and merchandise sold through Canteen, Vending, and Ancillary Services.
- 1.38 Material Deviation(s):** A deviation that the Department, at its sole discretion, has found to be out of substantial accord with the scope of this ITN, provides a substantial competitive advantage to other Vendors, has a potentially significant effect on the quantity or quality of services sought, or on the cost to the Department.
- 1.39 Menu:** A subset of items from the Master Products List.
- 1.40 Minor Irregularity:** A variation from the ITN terms and conditions which does not significantly affect the price of the Reply, or the quality of services sought, and does not give the Vendor a substantial competitive advantage or benefit not enjoyed by other Vendors; does not adversely

impact the interests of the Department.

- 1.41 **Package Program**: An opportunity for Inmates to periodically receive items on the approved Package Program Menu.
- 1.42 **Physical Inventories**: The total accounting of all products available for sale and located within the Canteen or vending machines.
- 1.43 **Prison Rape Elimination Act (PREA)**: 28 C.F.R. 115, National Standards to Prevent, Detect, and Respond to Prison Rape, under the "Prison Rape Elimination Act of 2003." The Act provides for analysis of the incidence and effects of prison rape in federal, state, and local Institutions, and for information, resources, recommendations, and funding to protect individuals from prison rape.
- 1.44 **Reply(ies)**: A Vendor's written response submitted as an answer to this ITN.
- 1.45 **Responsible Vendor(s)**: A Vendor who has the capability in all respects to fully perform the ITN requirements, and the integrity and reliability that will assure good faith performance.
- 1.46 **Responsive Reply(ies)**: A Reply, submitted by a Responsible Vendor that conforms in all material respects to this solicitation.
- 1.47 **Subcontract**: An agreement entered into by the Vendor with any other person or organization that agrees to perform any contractual obligation for the Vendor, specifically related to securing or fulfilling the Vendor's obligations to the Department under the terms of the Contract.
- 1.48 **Successful Vendor**: A legally qualified corporation, partnership, or other business entity that will be performing as the prime Contractor under the Contract.
- 1.49 **Technical Reply**: The portion of the Reply submitted which includes all documentation submitted by the Vendor, but must not include the Attachment III, Price Information Sheet.
- 1.50 **Transitional Care Units (TCUs)**: Refers to the inpatient level of care that is indicated for Inmates who require more intensive mental health care than can be provided as outpatient or in Infirmary Mental Health Care Units, but whose condition is not so acute as to require care at a CSU or Corrections Mental Health Treatment Facility (CMHTF).
- 1.51 **Value-Added Services**: Additional services and/or commodities the Vendor may offer the Department, at no additional cost, in addition to the services and/or commodities expressly sought by this ITN, which may be unknown to the Department at this time yet meet its overall goals.
- 1.52 **Vendor**: A legally qualified corporation, partnership, or other business entity submitting a Reply to the Department's ITN.
- 1.53 **Visiting Hours**: Days and hours, established by the Department, for authorized visitation from members of the public at a particular Institution.
- 1.54 **Visiting Park (VP)**: A specific area of an Institution designated for visitation between Inmates and their authorized visitors.
- 1.55 **Visiting Park (VP) Vending**: Vending services available to individuals in the Visiting Park.
- 1.56 **Warden**: The individual responsible for the management and oversight of the daily operations of an Institution.

SECTION 2 – INTRODUCTION

2.1 Background

Pursuant to Chapter 945, Florida Statutes (F.S.), the Florida Department of Corrections (Department) is responsible for the supervision and protective care, custody, and control of all Inmates. The Department is the third (3rd) largest state prison system in the Country, with an operating budget of over \$2.7 billion, approximately 97,000 Inmates, and nearly 140,000 offenders on active community supervision. The Department has over 149 facilities statewide, including: 50 major Institutions, 17 institutional annexes, seven (7) private prisons [operated by the Florida Department of Management Services (DMS)], 35 work camps, two (2) road prisons, one (1) forestry camp, one (1) Basic Training Unit, 16 contracted community release centers, 12 Department-operated community release centers, and three (3) reentry centers.

The Department has divided the State into four (4) regions: Region I (the Panhandle), Region II (North Florida), Region III (Central Florida) and Region IV (South Florida). The corresponding Institutions for each region are included as Attachment I, Service Locations. Each major Institution is supervised by a Warden, who has full responsibility for the daily operations of the Institution and its associated satellite facilities. Each Warden reports to a Regional Director of Institutions within their assigned region.

Currently, the Department contracts for Canteen services, vending services, and some Ancillary Services separately. Links to the current or former contracts are available under Section 2.4, Resources, and should be used as a reference only. As changes in institutional operations have occurred since these services were last procured, and the Inmate population has changed, the Department has reflected changes in its anticipated requirements for the Contract.

2.2 Statement of Purpose

The Department is seeking Responsive Replies from qualified and Responsible Vendors for the provision of statewide Canteen operations, VP Vending, and Ancillary Services, at all Department Institutions listed in Attachment I, Service Locations. The Department intends to award one (1) Contract, for all services contemplated in this ITN, to the Responsible Vendor that offers the best value to the Department. The Department reserves the right to reject any and all Replies to this ITN.

2.3 Procurement Overview

The Department is requesting competitive, Responsive Replies, from Responsible Vendors, to provide services described herein. The minimum requirements outlined in this ITN are based on the current program, but the Department is inviting innovative solutions from interested Vendors. The Vendor shall provide all products for sale in all Canteens, VP Vending, as well as Ancillary Services. The Successful Vendor's solution shall be all inclusive of any supportive services required to ensure the successful operations of related services.

Additional information regarding how services are provided today, and anticipated requirements for a new Contract may be found in Section 3 - SCOPE OF WORK.

2.4 Resources

The Department is providing the following resources that may be helpful to Vendors in developing and proposing appropriate solutions, implementation strategies, transition plans, and pricing that best meets the needs of the Department. To gain a comprehensive understanding of the current services, Vendors are strongly encouraged to review the information found at the following links.

- Current Canteen Services Contract:
<https://facts.fldfs.com/Search/ContractDetail.aspx?AgencyId=700000&ContractId=C2826>
- Previous Package Program Services Contracts:
<https://facts.fldfs.com/Search/ContractDetail.aspx?AgencyId=700000&ContractId=C2828>
<https://facts.fldfs.com/Search/ContractDetail.aspx?AgencyId=700000&ContractId=C2829>
- Current VP Vending (all of Regions I and II & portions of Region III):
<https://facts.fldfs.com/Search/ContractDetail.aspx?AgencyId=700000&ContractId=8388A>
- Current VP Vending (portions of Region III & all of Region IV):
<https://facts.fldfs.com/Search/ContractDetail.aspx?AgencyId=700000&ContractId=8388B>
- Sales reports for the current or former Contracts, as well as procedures referenced in this ITN (except those identified as “Restricted”):
<http://uat.fdc-wtws001.fdc.myflorida.com/business/itn-19-016.html>

Related Department policies that are considered “Confidential” or “Restricted” are unavailable for public release and must be requested by a Vendor via the completion of Attachment II, Non-Disclosure Agreement for Restricted Information. The Vendor shall email this completed form to the Procurement Officer listed in Section 4.2, who will then coordinate the release of any “Confidential” or “Restricted” policies requested.

2.5 Goals of the Department and this ITN

The Department has specific goals relating to what it hopes to accomplish in a new Contract. These include, but are not limited to the following:

- Establish a single Contract to provide the services sought, and ensure efficient service delivery that minimizes the resources required by the Department;
- Ensure a smooth transition/continuation of services from the current Contractor to any new Contractor, minimizing disruption in services provided;
- Ensure Customer pricing remains within Fair Market Value throughout the entire term of the Contract;
- Establish a collaborative partnership with the Successful Vendor that will maximize their service delivery, the ability for the Department to meet its goals, and positively impact the lives of inmates;
- Provide innovative solutions to improve the efficiency of related service delivery, enhance security, and minimize contraband in the Department’s Institutions; and
- Expand the use of modern technology to enhance the Customer experience, and allow for efficient reporting of property and sales;

2.6 Transition and Service Implementation

It is the Department’s intent to have a Contract executed soon after the award of this ITN. The Vendor must have the capability to begin providing services no later than September 1, 2020.

2.7 Term of Contract

It is anticipated that the initial term of the Contract shall be a five (5) year period. At its sole discretion, the Department may renew the Contract for up to five (5) additional years, or portions thereof, in accordance with Section 287.057(13), Florida Statutes (F.S.), at the same prices, terms, and conditions. Any renewal shall be contingent, at minimum, on satisfactory performance of Contract obligations by the Vendor, as determined by the Department, and subject to the availability of funds. If the Department desires to renew the Contract, it will provide written notice to the Vendor no later than 60 calendar days prior to the Contract expiration.

2.8 Pricing Methodology

The Department is seeking a solution that will provide best value to the State. As part of the best value determination, interested Vendors must submit a Cost Reply, utilizing Attachment III, Price Information Sheet, along with their Technical Reply. Vendors are encouraged to submit a Cost Reply in such a manner as to offer the most competitive and innovative solution for services and resources, which maximize revenue generated and shared with the Department, as this will be a consideration in determining best value. Vendors must provide the Cost Reply in accordance with the instructions in Section 4.8, Submission of Replies.

The Vendor shall provide a commission rate based upon estimated monthly sales for statewide Canteen operations, VP Vending, and Ancillary Services. To ensure the Department obtains services at the best value, the Department reserves the right, during the negotiation phase of the ITN process, to consider alternate pricing models.

Pursuant to Section 945.215, F.S., the Department must deposit the net proceeds generated from the Contract into the State's General Revenue fund. The Department does, however, incur certain operating costs in support of this Contract, which shall be recouped by the Department. These costs include, but are not limited to, security assistance, contract administration and monitoring positions, information technology oversight, warehouse space, and other operational costs. These costs shall not be reimbursed separately by the Vendor, but shall be recouped by the Department from the guaranteed monthly commission payment. The Department will indicate the amount of operating costs on the monthly invoice to the Vendor, which shall be paid separate from the guaranteed monthly commission payment. The Department has estimated current operating costs in the amount of \$0.7590 per Inmate, per month, which would be owed to the Department for a reimbursement of its operating costs. This amount may be increased or decreased at the Department's discretion based on actual costs incurred.

2.9 Value-Added Services

Any Value-Added Services offered by the Vendor, if accepted by the Department, will become a requirement(s) of the Contract. The Vendor's Reply should include a detailed description of any Value-Added Services the Vendor is offering the Department. Value-Added Services are to be provided at no cost to the Department and would be in addition to those services sought specifically in this ITN. The Department is interested in any proposed Value-Added Services which would assist it in accomplishing the goals of this ITN, however, all Value-Added Services which benefit the Department will be considered. The Department is especially interested in an inmate property management system, which could be automatically updated with purchases from the Vendor.

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SECTION 3 – SCOPE OF WORK

All services to be performed by the Vendor under the Contract should meet or exceed the anticipated minimum requirements outlined in this ITN. Services shall be performed in strict compliance with the finalized requirements and rules, regulations and governance contained in this ITN, including changes or modifications finalized during the negotiation phase of this ITN.

3.1 General Description of Services

The Vendor shall provide statewide Canteen operations, VP Vending, and Ancillary Services at the Department's Institutions and related facilities. The Successful Vendor shall provide products for sale as approved by the Department, along with all related support services to achieve the service level outlined herein and accomplish the goals of this ITN. The Successful Vendor shall act in good faith during all negotiations, and in the performance of all Contract provisions.

The Department is ultimately responsible for ensuring the accessibility of items in each of its Canteens and vending machines. Pricing must be comparable to similar items for retail sale at Fair Market Prices, as specified in Section 945.215(1)(e), F.S. The Department will provide final approval of all items, and all individual sales prices, proposed by the Successful Vendor.

The Successful Vendor shall meet all requirements, deliverables, and performance measures relating to the service areas identified. These service areas are described in additional detail below and include the following:

- Program Management Services
- Canteen Operations
- VP Vending Services
- Ancillary Services
- Information Technology Services

These service areas are discussed in greater detail in Section 3.4.

3.2 Rules, Regulations and Governance

3.2.1 The Successful Vendor shall provide all services in accordance with all applicable local, State, and federal laws, rules and regulations, and the Department rules and procedures applicable to the packaging, distribution, sale, and delivery of items in the Department's Canteens, VP Vending, and Ancillary Services areas. All such laws, rules, regulations, and procedures, current and/or revised, are incorporated herein by reference and are made a part of this ITN and the Contract, as applicable. The Vendor and the Department shall work cooperatively to ensure service delivery is completed in compliance with all such rules and regulations.

3.2.2 The Vendor shall ensure that all its staff providing services under the Contract comply with prevailing ethical and professional standards, and the laws, rules, procedures and regulations noted herein.

3.2.3 Should any relevant standards, laws, rules or regulations or Department procedures change during the course of the Contract, the updated version will take precedence.

3.2.4 The Vendor shall pay for all costs associated with local, State, and federal licenses, permits, and inspection fees required to provide services under the Contract. All required

permits and licenses shall be current, maintained on site, and a copy submitted to the Department's Contract Manager, or designee, upon request.

- 3.2.5** The Vendor agrees to modify or expand its service delivery to comply with changes required by operation of law or due to changes in standards, Department mission, regulations, or as a result of legal settlement or consent order. Any changes, except for changes pursuant to Section 3.3.2 require continued compliance with State or federal law, statutes or regulations, legal settlement agreement or consent order, or Department policy, will be made in accordance with Section 5.22, Contract Modifications.

3.3 Service Locations and Service Times

3.3.1 Institution/Facility Locations

The facilities included under the Contract are indicated in Attachment I, Service Locations.

3.3.2 Addition/Deletion of Locations and Products/Property

The Department reserves the right to add or delete locations included in Attachment I, Service Locations and products/property from the Master Products List, upon 30 calendar days' written notice by the Department's Contract Manager, or designee. Such additions or deletions may be accomplished by letter or email and do not require a formal Contract amendment.

3.3.3 Service Times

The hours of service operations are established by the Department. Hours of services operation are subject to change. In the event of an emergency, the hours of operation will be subject to change without prior notice. For changes in the hours of operation related to non-emergencies, the Department will provide 48 hours' written notice to the Vendor.

3.3.3.1 Institutional Inmate Canteen Hours

Generally, the hours of operation for each Inmate Canteen are 8:00 a.m. to 11:00 a.m., E.T., and 1:30 p.m. to 3:00 p.m., E.T. Inmate Canteens are also open on State-recognized holidays. Additionally, the hours of operation may vary, and the Warden may modify hours at their Institution as required. Summer and winter hours may vary, as well, and will be at the discretion of the Warden.

3.3.3.2 Visiting Park Canteen Hours

VP Canteen hours are determined by the Department and are generally 9:00 a.m. to 3:00 p.m., E.T., Saturdays, Sundays, and State-recognized holidays.

3.3.3.3 Warehouse Hours

Warehouse receiving hours are typically Monday - Friday; 8:00 a.m. to 4:00 p.m., E.T., excluding State-recognized holidays.

3.3.3.4 VP Vending Hours

The Vendor shall provide operational VP Vending machines 24 hours/day, seven (7) days/week, including all holidays.

3.4 Service Areas

3.4.1 Program Management Services

3.4.1.1 Description

The Successful Vendor shall be responsible for statewide Canteen operations, VP Vending, and Ancillary Services at all the Department's Correctional Institutions and related facilities. Program Management Services are those services which apply broadly to all aspects of the Contract, and include, but are not limited to: staffing, reporting and other administrative functions.

The Department will look to the Vendor's leadership to ensure smooth and successful delivery of services as part of Program Management Services provided.

3.4.1.2 How Service is Provided Today

Canteen products and services, and the Inmate photos are currently provided by Trinity Services Group, Inc. VP Vending products and services are currently provided by Compass Group USA, Inc. (Region IV) and Keefe Commissary Network, L.L.C. (Region I, II and III). Package Program services, which allowed only the friends and family of the Inmates to place orders, were most recently provided by Keefe Commissary Network, L.L.C and Union Supply Group, Inc.; however, these contracts expired in March 2018.

In the current Canteen and VP Vending services contracts, the current contractor has responsibility for several important program management activities, such as oversight of all administrative and management requirements and ensuring performance issues are corrected. The timely reporting of contract actions and statuses, contract deliverables, sales and other Department-relevant information is required and is the responsibility of the Vendor. The current contract also stipulates that the contractor will provide responses to any requests for information/records and resolution of any Canteen operation related grievances.

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3.4.1.3 Program Management Minimum Requirements

| Program Management Requirements (PGM) | |
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| No. | Requirement |
| PGM-001 | <p>The Vendor shall be responsible for all administrative functions and office support (e.g. clerical assistance, office supplies, copiers, fax machines, and preparation of documents) to effectively and efficiently operate their services and meet all contractual obligations.</p> <p>The Vendor may utilize the existing telephone lines dedicated to the Canteen(s) in accordance with the following:</p> <ol style="list-style-type: none"> a. Assumption of bill payment for associated telephone lines/service shall be effective upon the Contract start date. b. Any costs associated with the transfer and operation of service shall be borne by the Vendor. <p>The Vendor may install additional telephone lines with off-site access, as needed; however, these devices will be prohibited from Inmate usage. Telephone installation and service must be in accordance with the Institution's security requirements. The Vendor shall be responsible for obtaining, maintaining, and paying costs for telephone services. All calls made to the Institution or received from the Institution will be on the Vendor's telephone line(s).</p> |
| PGM-002 | <p>The Vendor shall be responsible for providing and paying for the following items in quantities sufficient to ensure compliance with the service requirements of the Contract:</p> <p>Office:</p> <ol style="list-style-type: none"> a. Office supplies; and b. Office equipment. <p>Canteens:</p> <ol style="list-style-type: none"> a. Microwave(s) for each Canteen, as appropriate; b. Bags for delivery (clear, see-through, and perforated); c. Shrink wrap; d. Microwaveable disposables; e. Napkins; f. Styrofoam cups; g. Bowls; h. Sporks; i. Paper plates; and j. Condiments (ketchup, mustard, mayo, and other approved single-serve condiments shall be provided at no charge for VP Canteens only). <p>The initial purchase of any of the above-referenced items must be approved in advance by the Department's Contract Manager, or designee. Once approved, the same products may be purchased by the Vendor without additional review by the Department.</p> |
| PGM-003 | <p>The Vendor shall provide an adequate level of staffing for the provision of the services outlined herein and shall ensure that staff providing services are highly trained and qualified. Additionally, the Vendor shall maintain a good</p> |

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| | working relationship with the Department's staff, and the community, if required, in support of the Contract. |
| PGM-004 | The Vendor and their staff shall comply with Attachment IV, Security Requirements for Contractors and all Institutions' security policies. Violations of these rules could result in termination of the Contract. The Vendor shall contact, within ten (10) calendar days of execution of the Contract, all Institutions, to obtain a copy of any specific institutional operational policies. |
| PGM-005 | All Vendor and all subcontractor's staff providing services under the Contract shall have the ability to understand and speak English, to allow for effective communication between the Vendor, Department, and all customers. The Vendor shall NOT employ individuals possessing "temporary work visas" to provide services related to the Contract. |
| PGM-006 | The Vendor shall maintain American Correctional Association (ACA) for Food Service Program standards as related to Canteen operations at accredited Institutions. |
| PGM-007 | The Vendor shall establish and maintain a system to ensure any staff and subcontractors working on the Contract are knowledgeable of, and adhere to, all applicable statutes, rules, Department policies and procedures, manuals, and forms relating to Canteen, VP Vending, and Ancillary Services. Staff and subcontractors shall be trained by the designated Vendor's staff person and given routine access to all policies and procedures that pertain to their job responsibilities. |
| PGM-008 | Security procedures at all Correctional Institutions are stringent and necessary. This includes security screening when entering and exiting the Institution, and may include a thorough inventory of tools and materials. The Vendor shall provide the Institution's staff with a tool inventory sheet upon arrival. No additional compensation will be made for time involved in adhering to security requirements. |
| PGM-009 | Staffing Plans and Levels: The Vendor shall develop and implement a Staffing Plan that identifies all positions and ensures compliance with the requirements outlined in this ITN. The Staffing Plan should be updated periodically, but not less than every six (6) months, and is expected to be flexible in response to mission changes over the course of the Contract. |
| PGM-010 | One (1) week prior to the scheduled implementation date for each Institution, the Vendor shall provide a staffing roster to the Department's Contract Manager, or designee, for the affected Institutions. The roster will include the name, position, and title for each of the Vendor's staff at the Institution. |
| PGM-011 | The Vendor shall provide the Department with an overview of its organization, specifically those staff assigned to the services included in this ITN, including an organizational chart, position descriptions for on-site staff, and other relevant organizational information. |

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| <p>PGM-012</p> | <p>The Vendor shall provide the following minimum key administrative staff positions in support of the contract:</p> <ul style="list-style-type: none"> a. Chief Executive Officer (or equivalent title) - The Chief Executive Officer (CEO) is the highest-ranking officer in the Vendor's company or organization. b. Administrative Project Manager for Canteen Operations Services (or equivalent title) - The Administrative Project Manager is the individual who will have corporate responsibility for administration of the Contract. This individual should have a minimum of two (2) years' experience, within the last five (5) years, of management-level experience, providing direct administrative oversight of a Canteen, Vending or experience of a similar nature. |
| <p>PGM-013</p> | <p>Conduct and Safety Requirements:</p> <p>When providing services to the Inmate population or in a correctional setting, the Vendor shall adhere to the standards of conduct prescribed in Chapter 33-208, F.A.C., and as prescribed in the Department's personnel policy and procedure guidelines, particularly rules of conduct, employee uniform and clothing requirements (as applicable), security procedures, and any other applicable rules, regulations, policies and procedures of the Department.</p> <p>In addition, the Vendor shall ensure its staff adhere to the following requirements:</p> <ul style="list-style-type: none"> a. The Vendor's staff shall not display favoritism to, or preferential treatment of, one Inmate or group of Inmates over another; b. The Vendor's staff shall not interact with any Inmate, except as related to services provided under the Contract. Specifically, staff members must never accept for themselves or any member of their family, any personal (tangible or intangible) gift, favor, or service from an Inmate, 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; c. The Vendor's staff shall not enter any business relationship with Inmates or their families (example – loans, selling, buying, renting, leasing, or trading personal property), or personally employ them in any capacity; d. The Vendor's staff shall not have outside contact (other than incidental contact) with an Inmate or their family or close associates, except to complete those services that are to be rendered under the Contract; e. 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 State. In providing services pursuant to the Contract, the Vendor shall ensure that its employees avoid both misconduct and the appearance of misconduct; f. At no time shall the Vendor's staff, while delivering services under this Contract, wear clothing that resembles or could reasonably be mistaken for an Inmate's uniform, any correctional officer's uniform, or clothing that bears the logo or other identifying words or symbol(s) of any law enforcement or correctional department or agency; g. Any violation or attempted violation of the restrictions referred to in this section regarding employee conduct shall be reported by telephone 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 |

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| | <p>shall subject the Vendor to appropriate action, up to and including termination of the Contract; and</p> <p>h. 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.</p> |
| <p>PGM-014</p> | <p>Tuberculosis (Tb) Screening/Testing:</p> <p>The Vendor shall ensure their staff (including subcontractor staff) performing services under the Contract are screened and/or tested for tuberculosis (Tb) prior to the start of service delivery, as appropriate, and screened/tested annually thereafter, as required by Department Procedure 401.015, Employee Tuberculosis Screening and Control Program. The Vendor shall provide the Institution's Environmental Health Safety Officer with proof of testing prior to the start of service delivery, at each location, and annually thereafter. The Vendor shall be responsible for obtaining the Tb screening/testing and shall bear all costs associated with Tb screening/testing for its staff and any subcontractor staff.</p> |
| <p>PGM-015</p> | <p>Staff Background/Criminal Record Checks:</p> <ol style="list-style-type: none"> a. The Vendor shall obtain a Level II background screening, which includes fingerprinting to be submitted to the FBI, and results must be submitted to the Department's Contract Manager, or designee, prior to any current or new staff being hired or assigned to work under the Contract. The Vendor shall bear all costs associated with this background screening. b. No person who has been barred from any Department Institution shall provide services under the Contract. c. The Vendor shall not permit any individual to provide services under the Contract who is under the supervision or jurisdiction of any parole, probation or correctional authority. Persons under any such supervision may work for other elements of the Vendor's company that are independent of the Contract. The objective of this provision is to ensure that no employee of the Vendor, under any such legal constraint, has contact with or access to any records of Department Inmates who are sentenced to sites included for service under the Contract. d. The Vendor shall disclose any business or personal relationship its staff person(s), officer(s), agent(s) or potential hire(s) may have with anyone presently incarcerated or under the supervision of the Department. e. The Vendor shall immediately report any new arrest, criminal charges or convictions of a current employee under the Contract. f. A criminal history does not automatically preclude the Vendor from hiring the proposed employee. However, the Department reserves the right to review the criminal history prior to a final hiring decision in such cases. Generally, two (2) years with no criminal history is preferred. The Vendor shall make full written report to the Department's Contract Manager, or designee, within three (3) calendar days whenever an employee has a criminal charge filed against them, an arrest, receives a notice to appear for violation of any criminal law involving a misdemeanor, or felony, or ordinance (except minor violations for which the fine or bond forfeiture is \$200 or less), or when the Vendor's staff has knowledge of any violation of the laws, rules, directives or procedures of the Department. |

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| PGM-016 | <p>On a quarterly basis, the Vendor shall provide a Staff Review Report to the Department's Contract Manager, or designee. The Staff Review Report shall include:</p> <ul style="list-style-type: none"> a. A list of all staff requiring facility clearance; b. All staff added and/or removed since the prior report; and c. The title, start date, date of required trainings, credentials (if applicable) and the date of the successful background screening, for all current staff, and the last four (4) digits of the social security number and the month and day of birth for any staff who began working under the Contract since the last Staff Review Report was submitted. |
| PGM-017 | <p>The Vendor shall have a Canteen Manager on-site at each Institution during business hours (typically Monday - Friday; 8:00 a.m. – 5:00 p.m., E.T., excluding State-recognized holidays) to oversee contractual operations and respond to Canteen, VP Vending or Ancillary Services issues at assigned service locations. This employee must be able to make operational decisions on behalf of the Vendor. Upon implementation of service, the Vendor shall provide to each Institution's Warden a list of the name(s) and all contact information for the assigned Canteen Manager and for any other person who may be contacted to make decisions regarding contractually-required services when the on-site employee is unavailable. The Institution's Warden will establish the working hours for this position based on the hours the Institution's warehouse is open.</p> |
| PGM-018 | <p>The Vendor's leadership team shall be required to maintain communication with the Department's Contract Manager, or designee. Decisions related to security policies and procedures will be referred to the Office of Institutions by the Department's Contract Manager, or designee. Issues related to menu items, invoicing, payment, and other contractual obligations will be addressed by the Department's Contract Manager, or designee.</p> |
| PGM-019 | <p>The Vendor shall develop an Implementation and Transition Plan to include a timeline listing of all major transition activities through full implementation, with responsible parties identified (including the current Contractors), and timelines through full implementation of required activities. To ensure successful completion, the Vendor shall:</p> <ul style="list-style-type: none"> a. Meet with the Department's Contract Manager, or designee, within three (3) calendar days of the Contract's execution date, to discuss the Vendor's Final Transition Plan, and ensure an orderly and efficient transition; b. Provide regular reports to the Department, not less than weekly, on the status of filling positions and the transition in general through implementation; c. Submit their Final Implementation and Transition Plan to the Department's Contract Manager, or designee, for approval within 15 calendar days of Contract execution. The Final Implementation and Transition Plan shall be designed to provide seamless transition with minimal interruption of services to Customers. Final transition at each Institution shall be coordinated between the Vendor and the Department; d. Commence provision of services at the Department's Institutions and consistent with the Department-approved Final Implementation and Transition Plan; and e. Assume 100% responsibility for the delivery of all related services at each designated Institution within 90 calendar days of Contract |

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| | execution, or at 12:01 a.m., E.T., on the agreed-upon implementation date. |
| PGM-020 | <p>The Vendor shall:</p> <ul style="list-style-type: none"> a) Possess and maintain documents material to the Contract, including but not limited to, current copies of all required State and federal licenses, permits, registrations and insurance documentation; b) Bear any costs associated with all required compliance inspections, environmental permitting designs, and any experts required to fully implement services; c) Ensure all required and appropriate operating licenses, permits, registrations and insurance are acquired prior to any transition date; d) Post licenses and permits in accordance with statutory requirements and Department policy; and e) Maintain current copies of the foregoing documents which include, but are not limited to: <ul style="list-style-type: none"> a. The face-sheet of the current insurance policy showing sufficient coverage; and b. Any applicable State and/or federal licenses related to services provided under the Contract. <p>In addition, ensure all required licenses, permits, and registrations remain current and in good standing throughout the term of the Contract. Any revisions or renewals to the above documents made during the Contract period shall be submitted to the Department's Contract Manager, or designee, within 15 calendar days following revision or renewal.</p> |
| PGM-021 | <p>The Vendor shall develop, implement, and manage a system for tracking and ensuring a timely response to all Inmate grievances, inquiries, or complaints made by: Inmates and individuals inquiring on their behalf (family members, personal representatives, elected officials, the Executive Office of the Governor, etc.), for issues involving Canteen, VP Vending, and Ancillary Services. Responses to grievances must be made in strict compliance with current laws, rules, regulations and policies. The Vendor shall propose timeframes for dispute resolution, which must be approved, in writing, by the Department's Contract Manager, or designee. The Vendor shall provide any related documentation and/or reports, requested by the Department, to the Department's Contract Manager, or designee, within five (5) business days of the request.</p> |
| PGM-022 | <p>The Vendor shall provide assistance to Correctional Institutions and the Department's central office staff regarding responses to Inmate requests, grievances, or grievance appeals, in accordance with all laws, rules, regulations, and Department policies.</p> |
| PGM-023 | <p>The Vendor shall provide additional training, as needed, to promote understanding of the services, and ensure compliance with new or revised laws, rules, procedures, and regulations that relate to their work under the Contract.</p> |
| PGM-024 | <p>The Vendor shall maintain a sign-in sheet documenting employees' signatures to affirm that each person has read the Department's related and applicable</p> |

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| | <p>policies and procedures and understands them before the employee provides services to the Department and annually for the entire term of the Contract.</p> |
| PGM-025 | <p>Reporting of Incidents: The Vendor's staff are required to report various incidents as described in Department Procedure 602.008, Incident Reports Institutions. The Vendor's staff are required to complete a statement as soon as possible, but not later than the end of the shift, of the of the circumstances and details of an incident they have witnessed which otherwise requires escalation, pertaining to an unusual or suspicious event involving an Inmate, employee, or member of the public. The Vendor's staff will legibly sign the incident report (DC6-210) using her/his full name. If the Vendor's staff is unsure whether the incident warrants an incident report they shall notify her/his immediate supervisor. The Vendor's staff shall also notify the Institution's Shift Supervisor of the incident prior to the incident report(s) (DC6-210[s]) being written. The Shift Supervisor will determine which employees will prepare incident reports (DC6-210s) if numerous employees witness the same incident. Vendor staff who witness abuse of an Inmate may file a form DC6-210, as established in Rule 33-602.210(12), F.A.C., without prior notification to the Shift Supervisor.</p> |
| PGM-026 | <p>The Vendor must ensure it has the ability to track and report its performance, relating to all performance measures as stated in Section 3.6, on a monthly, quarterly, and annual basis as indicated. Vendors may need to develop logs, tools, or systems to support this tracking. The methods used to measure, and track performance should be included in the Vendor's Reply.</p> |
| PGM-027 | <p>The Department is not responsible for any professional or non-professional education/training required for the Vendor's staff to perform duties under the Contract.</p> |
| PGM-028 | <p>The Department reserves the right to add or delete the number of Canteens/Vending equipment in operation at an Institution under the Contract upon the Department's 30 calendar days' written notice to the Vendor. Such additions or deletions may be accomplished by a formal communication and do not require a formal Contract amendment.</p> |
| PGM-029 | <p>Satellite facilities shall begin receiving services at the same time the parent Institution that is responsible for oversight of the satellite facility begins receiving services.</p> |
| PGM-030 | <p>Applicable Sales Tax: The Vendor is responsible for determining the application of sales tax and for reporting and submitting all applicable sales tax to the Department of Revenue. The Vendor shall resolve all issues regarding any taxes with the appropriate governmental agencies.</p> |
| PGM-031 | <p>Inventory Control and Product/Property Loss: It is the sole responsibility of the Vendor to secure and maintain appropriate insurance coverage for inventory control and product/property loss. The Department will not be responsible for any losses incurred by the Vendor including those related to property destruction by Inmates, or as a result of fire or theft. The Vendor shall comply with applicable Department procedures regarding shortages related to Inmates.</p> |
| PGM-032 | <p>The Vendor shall comply with Department Procedure 602.039, Key Control and Locking Systems. The Department will ensure that the Vendor has</p> |

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| | reasonable access to the Canteen and the Institution's warehouses during all hours of normal operation and at other reasonable times requested by the Vendor. All Canteen keys and locks will be provided by, maintained by, and shall remain under the exclusive control of the Department during the Contract. |
| PGM-033 | The Vendor shall establish and maintain a provider network sufficient to ensure the provision of all services outlined in this ITN. |
| PGM-034 | The Vendor shall be responsible for the maintenance (ice buildup, lighting, repairs, etc.) of any walk-in cooler or freezer where their product(s) are exclusively stored. Structural repairs, that are required due to the use of the Vendor's equipment which caused damage to any State-owned property, shall be the responsibility of the Vendor (e.g. wood floor at the Union CI warehouse, building damage caused by the tugs, or other warehouse equipment that damages gate(s), buildings, doorways, fencing, etc.). |
| PGM-035 | The Vendor shall collaborate with the Department's other various contractors, as indicated, to implement automated ordering. |
| PGM-036 | The Vendor shall ensure the Department has access to run ad-hoc reports as required in Section 3.7, General Reporting Requirements. |
| PGM-037 | Kosher Products: The Vendor shall clearly identify all Kosher products on all posted menus. |
| PGM-038 | A Monthly Sales Report shall be submitted in a Department-approved format, to the Department's Contract Manager, or designee, no later than the 10th calendar day of the month following the month service is provided. This report shall include the following: <ul style="list-style-type: none"> a. A list of gross sales to each Inmate, by product name, product type and location; b. Total gross sales by each Institution and FDC region; c. A copy of the restocking reports, by each Institution and by machine; and d. All commission payable to the Department, per Institution. |
| PGM-039 | Master Products List: All products approved for sale in the Department's Canteens are listed on the Master Products List. No modification to the Master Products List menu order forms are allowed unless prior written approval is given by the Department's Contract Manager, or designee. The Master Products List must include the following separate menu lists: <ul style="list-style-type: none"> a. Male Inmate Canteen Menu b. Female Inmate Canteen Menu c. Visitor Park Canteen Menu d. Kosher Male Inmate Canteen Menu e. Kosher Female Inmate Canteen Menu f. Kosher Visitor Park Canteen Menu g. Death Row Menu, Male h. Death Row Menu, Female i. Death Row Arts & Crafts Products j. Male Package Order Products k. Female Package Order Products l. Close Management I & II, Male m. Close Management I & II, Female n. Close Management III, Male o. Close Management III, Female |

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| | <ul style="list-style-type: none"> p. Confinement, Male q. Confinement, Female r. Alternate Menu s. Incentivized Prison Canteen Menu |
| PGM-040 | <p>The Vendor shall ensure that in addition to restrictions on specific products that may be noted on the Master Products List, the following “Prohibited Products” shall not be sold:</p> <ul style="list-style-type: none"> a. Products which utilize aerosol dispensing; b. Products containing alcohol that when swallowed or otherwise ingested could cause inebriation or products containing flammable levels of alcohol; c. Products determined by the Department to be a security risk; d. Products determined by the Department to be potentially used in the production of homemade alcohol; e. Products in glass containers; f. Products packaged in a manner not intended for immediate consumption (i.e., not pre-packaged, single serving size); g. Fountain drinks; and h. Food products not packaged in self-opening containers. |
| PGM-041 | <p>The Vendor may request price increases for individual products on the Master Products List by submitting a letter to the Department’s Contract Manager, or designee, at least 90 calendar days prior to the annual anniversary of the Contract’s effective date. If the Vendor fails to timely submit a price increase request to the Department’s Contract Manager, or designee, by the required date, price increases will not be considered by the Department until the following year’s anniversary date. Price increase requests may only be submitted annually.</p> |
| PGM-042 | <p>The Vendor’s request for a price increase must include a written justification and shall not exceed 10% of the current selling price of the product for which a price increase is sought. Any requested price increase that results in the price of a product exceeding the current fair market price will be denied, regardless of the percentage of increase requested. The Department has sole discretion to determine what percentage increase, if any, will be allowed. The Department has the option to: approve the requested percentage; approve an increase at a lower percentage than requested; or deny the request entirely for any or all products for which a price increase is requested.</p> |
| PGM-043 | <p>If, at any time, the Department identifies a product’s price which exceeds the Fair Market Value range, the Department will review the current sales price and reduce the product’s price accordingly. The Vendor will be notified, in writing, by the Department’s Contract Manager, or designee, to reduce the price to ensure it falls within the Department’s current Fair Market Value range.</p> |
| PGM-044 | <p>The Vendor may submit written requests, to the Department’s Contract Manager, or designee, for product price reductions at any time. The Vendors shall document price reductions in writing to the Department’s Contract Manager, or designee.</p> |

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| <p>PGM-045</p> | <p>Additions/Deletions and Substitutions to the Master Products List:</p> <p>The approved Master Products List will be reviewed not less than annually by the Department’s Canteen Review Team. The frequency and parameters of considering additions/deletions will be determined by the Department’s Contract Manager, or designee. All additions/deletions to the Master Products List must be recommended by the Canteen Review Team and approved by the Secretary, or designee. The Vendor shall provide written justification for all recommendations and the Vendor shall indicate whether the product is Kosher, taxable or non-taxable. The Vendor shall provide a product description (including brand name and portion size, if applicable) and quantity or packaging information (i.e. number of products in a pack, etc.). The Department’s Contract Manager, or designee, will forward the request to the Canteen Review Team who will review the request and make their recommendations to the Department’s Secretary, or designee. A copy of the Canteen Review Team minutes will be provided to the Vendor, upon request, within 30 calendar days of approval by the Secretary or, designee. The Department reserves the right to approve or deny any such requests based upon its best interests and in keeping with its security and other operational requirements.</p> <p>The Department may complete a quarterly review of low-selling items on the Master Products List. The Department’s Contract Manager, or designee, will forward the request to the Vendor with details regarding the review and the number of products to be considered. The Vendor shall provide a product sales report verifying the low-selling items and provide a list of recommended replacement products with suggested sales prices. All product items must be reviewed by the Master Canteen Review Team and approved by the Department’s Secretary, or designee, prior to sale.</p> |
| <p>PGM-046</p> | <p>Upon approval, the following transition of product time frames is established for the addition/deletion of products:</p> <ol style="list-style-type: none"> 1. Vendor products requested to be added to the menu must be in the Canteens and offered for sale within 30 calendar days of the approval notice; 2. Deleted products, which are not considered a security risk, shall be removed from points of sale within 30 calendar days, unless approval is granted by the Department’s Contract Manager, or designee, in writing, to deplete the current stock at a discounted price until the stock is sold out and/or a later date is agreed upon; and 3. Products requested by the Department to be added to the menu must be offered for sale within 60 calendar days of notice to the Vendor. |
| <p>PGM-047</p> | <p>The Vendor may request that products be substituted if they are no longer available from the manufacturer for sale. Substitutions will only be allowed if the product to be substituted is of the same or similar quality, packaging, and price as the original product.</p> |

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| | The Vendor may submit written requests for products to have substitutions and the Department's Contract Manager, or designee, shall inform the Vendor, in writing, of the decision to approve or deny the request. |
| PGM-048 | The Vendor shall be responsible for all equipment needed to ensure products are properly stored. Additionally, all equipment utilized must be approved by the Department's Contract Manager, or designee, and must meet Department security guidelines. |
| PGM-049 | The Vendor shall not store products on the floor in any location and all products shall be stored to meet food service standards, which require products be kept a minimum of 6" from the floor. Any additional storage equipment needed to comply with these standards shall be at the expense of the Vendor. |
| PGM-050 | Warehouse Receiving/Distribution: The Vendor shall be responsible for purchasing, receiving, storing, accounting for, and inspecting all products necessary for services, delivered to the Institutions. |
| PGM-051 | The Department will designate existing secure warehouse storage space (including refrigerated space) for use by the Vendor. The Vendor shall be responsible for providing all additional equipment, with the exception of the Department-owned forklifts, to conduct the receipt, storage, and transport of products during the life of the Contract. The Department will provide warehouse space for the on-site storage of Canteen products and the Vendor may also utilize any existing shelving units, as available. |
| PGM-052 | The Vendor's staff must be available to receive product shipments. If the Vendor's staff are not available at the Institution to receive a shipment, due to an emergency, the Vendor's staff shall notify the Institution's Duty Warden who shall direct the Department's warehouse staff to receive the shipment and sign for pallets or boxes as designated by the Vendor. The pallets or boxes received will be immediately transported to the assigned, secured area, as designated for the products. In no event shall the Department's staff be responsible for counting received products or for certifying that shipments are correct and accurate. A Department staff signature will only serve to verify that a shipment to the Vendor was received. The Vendor is responsible for accountability of all products received on the Vendor's behalf by Department's warehouse staff. |
| PGM-053 | The Vendor agrees to hold the Department harmless from any and all claims, liabilities, or disputes arising from, caused by, or related to any agent or employee of the Department who receives the products on behalf of the Vendor. |
| PGM-054 | As available, the Department will provide the Vendor with Inmate labor to unload and receive products shipped to each Institution's warehouse, however the Vendor shall assume all responsibility for receipt, handling, maintenance and inventory of products stored in the provided storage space (including movement from the designated warehouse space to the selling/distribution area). |
| PGM-055 | The Vendor shall be responsible for ensuring that products are ordered, and deliveries are made in accordance with the delivery schedules and security procedures established at each Institution, by the Warden, including inspection of each delivery received and removal and disposal of shrink wrap |

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| | and other plastic packaging. Each Institution requires advance notification of all non-scheduled deliveries. |
| PGM-056 | Availability and Use of Inmate Labor: The Vendor may use Inmate labor, as available, to assist in daily Canteen operations, however, Inmates will not be considered employees of the Vendor for any purposes whatsoever. The Department will determine and provide the Inmates to be utilized. |
| PGM-057 | The actual number of available Inmates shall be agreed upon by the Department's Contract Manager, or designee, Warden, and the Vendor, and will be reviewed and/or revised, as necessary. |
| PGM-058 | The Vendor may request the Warden remove any Inmate from assignment to Canteen operations. Inmates shall be replaced by the Department. |
| PGM-059 | No Inmate shall be assigned to any position that requires supervision of another Inmate. |
| PGM-060 | One (1) Inmate shall be assigned to each Canteen, warehouse, and VP. If additional Vendor assistance is needed in the warehouse, the Warden may approve for the Inmate assigned to the VP assist in warehouse duties, in an effort to eliminate the need for an increase in the number of Inmates assigned to assist the Vendor. |
| PGM-061 | The Vendor will ensure that any Inmate assigned to work in the Canteen has a verified W-9 on file with the Department before starting work. |
| PGM-062 | Inmate Pay: The Department will pay Inmates who work in the Canteen, warehouse, and VP, or who perform Canteen support functions. |
| PGM-063 | The Vendor shall provide the Department's Contract Manager, or designee, a report identifying the Inmates that worked in the Canteen, warehouse, and VP for the previous month, no later than the fifth (5th) business day of each month. This Inmate Payroll Report shall be submitted in a format designated by the Department. |
| PGM-064 | Monthly Evaluations of Inmates: The Vendor shall conduct monthly performance evaluations of Inmates assigned to assist with Canteen, VP Vending, or Ancillary Services, by the 10th calendar day of each month, on forms provided by the Department. The Vendor shall submit the evaluation to the classification section at each Institution. If an Inmate's name is not on the monthly performance evaluation forms generated by the Department, it is the Vendor's responsibility to notify classification staff of the error, and submit a self-generated report identifying the Inmate(s) who were not included to the Department's Contract Manager, or designee. Any Inmate that assists for the Vendor must receive a monthly Gain Time Rating. The Department will provide a monthly performance evaluation form to the Vendor for each Inmate who has assisted the Vendor. The Department will provide a monthly performance evaluation form for each Inmate previously missing and the Vendor will submit these monthly performance evaluation forms to Classification. The Inmates submitted for Gain Time shall exactly match the Inmate Payroll Report submitted for the month of evaluation. |
| PGM-065 | Canteen and VP Vending machine product prices shall not exceed fair market prices as required by Section 945.215 (1) (e), F.S. The Vendor shall offer all |

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| | products contained on the Master Products List at the price(s) indicated. These prices shall be held firm by the Vendor unless approved in writing by the Department's Contract Manager, or designee. |
| PGM-066 | Posting of Available Menus with Prices: The Vendor shall ensure that the approved Canteen Menu, with clearly delineated prices, is posted at each Canteen and on a central bulletin board accessible to the Inmate population as described in Department Procedure 204.005, Canteen Operations. |

3.4.2 Canteen Operations

3.4.2.1 Description

The Vendor shall provide statewide Canteen services in the Department's Institutions. This includes the provision of Inmate Canteen and VP Canteen services, on a daily basis, as specified by the Department. The Vendor shall provide all products for sale as identified on the Department's Canteen Menu and related support services. No deviations from the minimum service requirements shall be permitted without the prior written approval of the Department's Contract Manager, or designee.

3.4.2.2 How Service is Provided Today

Canteen services are currently provided by Trinity Services Group, Inc. This current Contractor coordinates the delivery of Canteen products and services and provides management and oversight services. Currently, there are 267 Inmate Canteens and 106 VP Canteens in operation statewide (please refer to Attachment I, Service Locations).

Currently, the Contractor has responsibility for many operational requirements. They provide a Canteen Manager at each Institution, evaluate the Inmates' working in the Canteens monthly, receive and inspect all deliveries, and provide Inmate grievance information to the Warden, or designee, as requested. Cleaning and keeping all Canteen equipment sanitized (coolers, microwaves, refrigerators, etc.), performing structural repairs due to the Contractor's equipment as needed, and maintaining insurance coverage to secure any State-owned property from possible losses suffered by destruction by Inmates, fire, and/or theft, etc. are all part of the current Contractor's requirements as well. Their responsibilities extend to administrative functions, Canteen oversight, and office support. The Contractor provides administrative staff, all office supplies, microwaves, office equipment, clear delivery bags, shrink wrap, microwaveable disposables, napkins, styrofoam cups, bowls, sporks, and paper plates. The administrative staff is tasked with posting approved Canteen menus and product prices in a central area accessible to the entire Inmate population. The Contractor is also obligated to provide any server, software, and point-of-sale devices needed.

The Department is responsible for providing Inmates to assist in the operation of the Canteen and pay those Inmates to work and support the Canteens. Forklifts, storage and transportation of Canteen products are provided by the Department. In addition, the Department ensures Inmate grievances are routed to the Contractor. The Department's Master Products List contains the approved menus that the Contractor is responsible for posting. Changes to this list must be submitted to and reviewed by a Canteen Review Team before changes are made to the Master Products List.

The current Contractor utilizes the Department's network in the current Contract, but the Department is revising this model in the current ITN requirements.

3.4.2.3 Canteen Requirements

| Canteen Operations Requirements (CO) | |
|---|---|
| No. | Requirement |
| CO-001 | The Vendor shall ensure all inventory is available at the Institution on the agreed-upon implementation date for services and are compliant with the Canteen Menu. |
| CO-002 | The Vendor shall provide all products on the approved Master Products List and make at least 98% of these products available in the Inmate Canteens for sale to Inmates at all Institutions listed in the Attachment I, Service Locations. Food products will be sold (to the greatest extent possible) in pre-packaged, single-serving sizes, to encourage immediate consumption. If the Warden determines there is a security risk for any products offered for sale in the Canteens, the Warden will submit a request for removal, with justification, to their Regional Director for review. If the Regional Director agrees, they will submit the request to the Canteen Review Team chairperson for coordination with other Institutions. If it is determined to be a security risk at one (1) facility, a product will be removed from all Canteens statewide and the Master Products List. Inmate labor shall not be instructed to maintain products in order to be in compliance with the 98% fill rate. |
| CO-003 | <p>The Vendor shall be responsible for notifying the Department's Contract Manager, or designee, if any products being offered in the Canteens are determined to be a security risk.</p> <p>If the Department's Contract Manager, or designee, determines that an approved product shall not be sold through the Canteen, the Department's Contract Manager, or designee, shall provide written confirmation to the Vendor that the product is disallowed, and the product shall be removed from the Master Products List and identified menu order forms within 24 hours of the Department's Contract Manager's, or designee's, determination.</p> |
| CO-004 | The Vendor shall ensure that the Inmate Canteen Menu products are made available for daily sale. The Vendor shall ensure that the VP Canteen Menu products are made available for sale on established visitation days. Stocked products shall be kept in appropriate containers to ensure freshness and suitability for consumption. |
| CO-005 | The Vendor shall ensure that United States postage stamps are available in the Inmate Canteens, in sufficient quantities to ensure they are always available for purchase. |
| CO-006 | The Vendor shall be responsible for providing a lockable central bulletin board at each Canteen that is approved by the Department's Contract Manager, or designee, at each Institution. |
| CO-007 | The Vendor shall print Canteen Menus on white paper that allows individuals to easily read the menu products. The font size shall not be smaller than 18-point font. All Canteen Menus, and associated order forms, shall be approved by the Department's Contract Manager, or designee, prior to posting or distribution. |
| CO-008 | The Vendor shall review the forms for accuracy and completeness, verify all prices and add sales tax to determine the total sales amount before submitting forms or menus to the Department. |
| CO-009 | The Vendor shall complete the order, indicating Inmate name, DC number, and total sales amount indicated. The total sales amount shall be compared |

| Canteen Operations Requirements (CO) | |
|---|--|
| No. | Requirement |
| | to available Inmate funds. The sales amount shall be deducted from the Inmate's Trust Account, and the total consolidated order shall be processed. |
| CO-010 | The Vendor is required to send a file to the Department using File Transfer Protocol (FTP) technology, which will automatically deduct the total sales amount from the Inmate's Trust Account. |
| CO-011 | Inmate in Special Housing Units or Other Confinement Status: The Vendor shall sell Canteen products to Inmates in special housing units including Close Management, Administrative and Disciplinary Confinement, Death Row, Infirmary Mental Health Care Units, TCUs, and CSUs (Psychiatric Units). The specific procedure to be utilized by the Vendor shall be established by each individual Institution pursuant to a confinement delivery schedule approved by the Warden. |
| CO-012 | <p>The Vendor shall process confinement orders as follows:</p> <ol style="list-style-type: none"> a. The Vendor shall process Canteen orders using an approved order form template, provided by the Department's Contract Manager, or designee. The Vendor shall be responsible for providing a sufficient number of order forms for each applicable Institution. The Department's Contract Manager, or designee, shall provide an original of each required form to the Vendor within 10 calendar days of Contract execution, which may be duplicated as needed by the Vendor. b. All Inmates shall be provided with an opportunity to fill-out an order forms and receive the products ordered within three (3) business days or earlier if required by the Institution's confinement delivery schedule. c. All signed order forms shall be sent to the Vendor's Canteen Manager assigned to debit the Inmate's Trust Account. d. The Vendor's Canteen Manager or the Inmate Canteen Operator shall deliver orders to the housing units for distribution, as determined by the individual Institution. Canteen orders shall be delivered to the housing unit in clear, perforated bags provided by Vendor. Security Staff and the Canteen staff will distribute the orders cell-by-cell. e. The Vendor shall ensure that the Inmate receiving the products signs the receipt for the products delivered. The Vendor's Canteen Manager shall keep an updated CM/Confinement order log of all orders for tracking purposes. f. Any undeliverable orders will be voided, and products will be returned to stock. The Vendor shall ensure all voided orders have documentation sent to the Inmate and are voided from the Inmate's Trust Account. <p>Note: Inmates in special housing units, including Death Row, Infirmary Mental Health Care Unit, TCUs and CSUs, may be authorized to purchase products on the pre-approved menus/order forms and are subject to change at the Department's discretion. The Vendor's Canteen Manager or the</p> |

| Canteen Operations Requirements (CO) | |
|---|--|
| No. | Requirement |
| | Inmate Canteen Operator shall deliver orders to the housing units for distribution, as determined by the individual Institution. |
| CO-013 | All Canteen areas shall operate on a Cashless System so Inmates may use their photo identification cards, and visitors may use a card in the VP Canteens, in a similar manner as a bank debit card, to make Canteen purchases. The card shall require a pin or password for purchase. The Vendor shall incur all costs associated with the implementation, maintenance, licensing, and support of the system. The Department must approve all sites and services to be provided via a Cashless System. The point-of-sale system and devices shall be on their own stand-alone network. The proposed solution must be approved by the Department's Office of Information Technology (OIT). The Vendor shall provide a system outside of each Institution's secured area for cash to be transferred to a card for the purpose of VP Canteen purchases by visitors. |
| CO-014 | The Vendor shall ensure Inmates do not spend more than an amount set by the Department, not to exceed \$100.00 per week, exclusive of all products obtained through the Package Program. The spending limit includes all purchase in the Inmate Canteen and VP Canteen. This amount is currently established at \$100.00 per week, subject to availability of funds. |
| CO-015 | Inmate labor is used to assist in the weekend and holiday operations of the VP Canteen. The Vendor's staff must be present when the products are delivered to the VP Canteen. The products shall be received in the presence of the Inmate Canteen Operator, outside of the VP Canteen facility, and then the Vendor's staff shall transfer the products inside of the VP Canteen and place the refrigerated products inside the refrigerator(s). The Inmate Canteen Operator is escorted to the VP Canteen in sufficient time prior to the beginning of visitation to properly organize and prepare the Canteen. |
| CO-016 | The Vendor shall be responsible for cleaning the Canteen areas regularly and sanitizing as needed, in accordance with chapter 64E-11, F.A.C. |

3.4.3 VP Vending Services

3.4.3.1 Description

The Vendor shall provide the vending machines, vending products and VP Vending in the Department's Institutions, Statewide. The Vendor shall provide all products for sale as identified on the Department's vending menu and related support services. No deviations from the minimum service requirements shall be permitted without the prior written approval of the Department's Contract Manager, or designee.

3.4.3.2 How Service is Provided Today

VP Vending is currently provided by Keefe Commissary Network, LLC and Compass Group USA, Inc. These current Contractors both supply products listed on a VP Vending Menu to all VPs. These Contractors do not operate at the same Institutions; however, they both provide services Statewide at their assigned service locations.

These Contractors ensure all staff meet the Department's employment requirements and that they adhere to the standards of conduct for Institution access. They are also responsible for the vending equipment, stocking the equipment, sales reports, Customer

refunds, and staff conduct. This includes installation of all vending equipment and proper electrical connections. The Contractors are responsible for all equipment repairs, maintenance, and replacement; equipment must be repaired or replaced by the Contractor within 24 hours' notice. The current Contractor also refunds any lost Customer monies due to malfunctioning equipment. Ensuring that all machines are stocked with the proper items from the Vending Menu, replenishing stock, and having any outdated items promptly removed within 24 hours, are also current obligations. The machines must be cleaned a minimum of once per week and stocked within 24 hours of all Special Visitor Days. Contractors are also mandated to report sales, restocked items, and commissions monthly.

The Department's current responsibilities include Institutional access, background checks, utilities, and providing a reasonable location for vending equipment. The Department currently ensures the Contractor has the utilities needed and available space for their vending equipment.

3.4.3.3 VP Vending Requirements

| VP Vending Requirements (VPV) | |
|-------------------------------|---|
| No. | Requirement |
| VPV-001 | The Vendor shall ensure all approved inventory is available at the Institution on the agreed-upon implementation date for services and is compliant with the Department's vending Menu. |
| VPV-002 | Equipment: The Vendor shall install, at no cost to the Department, a Cashless System for vending at all of the locations in Attachment I, Service Locations. The Vendor must demonstrate a reliable system of accounting for sales on their own network. |
| VPV-003 | The Vendor shall provide, at each VP location, cold drink and snack machines only. A minimum of one (1) cold drink and one (1) snack machine will be installed at each VP Vending location. The actual number of vending machines located at each VP will likely range from two (2) to five (5) machines depending on space, the Institution's size, and the mission of the Institution. Any request by the Vendor to add/delete equipment based on the volume of sales must include sales records in support of the change requested. Any disputes concerning equipment changes shall be resolved pursuant to Section 5.33, Disputes. |
| VPV-004 | Money collection in the Cashless System, product replenishment, machine maintenance, and all repairs shall be provided by the Vendor between the hours of 8:00 a.m. and 4:30 p.m., E.T., Monday through Friday, during the hours established by the Warden, or designee, at each Institution. |
| VPV-005 | All products approved for sale in the Department's vending machines must be already approved and included on the vending Menu. |
| VPV-006 | If the Department determines there is a security risk for any product(s) offered in the vending machines and that product is removed from the vending machine at one Institution, it will be removed from all vending machines Statewide. |
| VPV-007 | The Vendor shall be responsible for notifying the Department's Contract Manager, or designee, if any products being offered in the vending machines are determined to be a security risk. |

| VP Vending Requirements (VPV) | |
|--------------------------------------|---|
| No. | Requirement |
| | If the Department's Contract Manager, or designee, determines that an approved product shall not be sold through the vending machines, the Department's Contract Manager, or designee, shall provide written confirmation to the Vendor of the determination, and the product shall be removed from the vending Menu within 24 hours of the Department's determination. |
| VPV-008 | The Vendor shall ensure that the vending Menu products are made available for sale during Inmate Visitation hours. Stocked products shall be stored in appropriate containers to ensure freshness and suitability for consumption. |
| VPV-009 | The Vendor shall remove any outdated product(s) identified within 24 hours' notice. |
| VPV-010 | The Vendor shall ensure that the products in all vending machines have clearly delineated prices for each product. |
| VPV-011 | The Vendor shall maintain and repair all vending machines. |
| VPV-012 | The Vendor shall repair any non-functioning machine(s) to full operating capacity within five (5) business days or replace said machine within the same time. |
| VPV-013 | The Vendor shall be responsible for the vending machines' electrical and network connections. |
| VPV-014 | The Vendor shall respond to any request by the Institution for supplies, service or assistance within 24 hours of the initial request. |
| VPV-015 | The Vendor shall replenish vending products and supplies weekly, and clean all machines, in accordance with Chapter 64E-11, F.A.C., weekly and at least 24 hours prior to State-recognized holidays in which Inmate visitation is authorized. |
| VPV-016 | The Vendor shall clearly identify all Kosher products in the vending machines. |
| VPV-017 | The Vendor shall be responsible for establishing a process and making all refunds for monies lost due to vending machine malfunctions. The Department's Contract Manager, or designee, shall review and approve this process within 15 business days of Contract execution. The Vendor shall clearly post notices in locations that inform Customers how to request refunds. The notice shall provide the Vendor's name and contact telephone number. |
| VPV-018 | The Department shall provide VP space and utilities to place machines and operate vending services and any Cashless Systems. |

3.4.4 Ancillary Services

3.4.4.1 Description

Inmates who are eligible for visitation may have photos of themselves and/or their visitors taken per Department Procedure 602.015, Inmate Visitation Photo Project. Inmate photos are available during the regular visiting days at each Institution. Package Program services are provided at the Department's Institutions located throughout the State, as listed in Attachment I, Service Locations.

There is not currently a mechanism by which an Inmate's family members and friends are able to place Package Program orders. The Package Program for family members and friends to place orders was provided via a website capable of processing credit/debit card orders and included a toll-free customer service number for family member or friend inquiries, to check the status of an order and resolve issues. Package Program products are currently ordered quarterly by Inmates from the Department-approved Package

Program Menu, and the Vendor is responsible for the order, collection of funds, packaging, and delivery of all orders to the Department's Institutions.

3.4.4.2 How Service is Provided Today

3.4.4.2.1 Photo Services

Photo services are currently provided by Trinity Services Group, Inc. An Inmate and their visitor(s) are allowed to purchase a combined total of five (5) photographs per week. The Inmates and/or their visitor(s) purchase a photo ticket for \$2.00. The number of photos taken must be no more than the number of tickets presented. These photo tickets are honored for 30 calendar days from the date of purchase, and there are no refunds given. The tickets for photos are used at the VP during the Inmate's regularly scheduled visit. The Inmates may not possess more photos than are allowed per the Inmate property list in Rule 33-602.201, F.A.C.

3.4.4.2.2 Package Orders

Inmate package orders are currently provided by Trinity Services Group, Inc. The current Inmate Package Program has the ability to separate package orders from Inmate Canteen purchases, as funds spent on package orders are not included in the Inmate's weekly allowance of funds. An Inmate is allowed to place Package Program orders from the approved Package Program Menu. The orders must be placed by completing a quarterly order form and send the form to the Canteen Manager at the Institution, during the first week of the first month of the quarter. These orders are filled and packed at the Vendor's warehouse and sealed with a pre-printed tamper-evident tape. The Department provides a list of the Inmate's current custody level, using File Transfer Protocol (FTP) technology, to determine the Inmate's eligibility for the Inmate Package Program on a nightly basis. The Inmate's Package Program orders cannot exceed \$100 per week, exclusive of all items obtained through the Package Program orders.

Inmate family member and friend package orders were previously provided by Union Supply Company, Inc. and Keefe Commissary Network. All orders had a minimum order amount of \$15.00 but could not exceed \$100.00 per contractor; multiple orders could be processed per Inmate, as long as they did not exceed the \$100.00 threshold.

The Department is seeking Vendors to bring innovative solutions for quantity, frequency, size, and/or weight limits to Property Package services.

3.4.4.3 Ancillary Services Requirements

| Ancillary Inmate Services Requirements (AIS) | |
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| No. | Requirement |
| AIS-001 | <p>Inmate Photo Project: The Vendor shall ensure the Canteens sell photo tickets to individuals. All Canteen processes relating to photo ticket sales shall be in accordance with Department Procedure 602.015, Inmate Visitation Photo Project.</p> <p>All photo/printing equipment required to support this service shall be provided by the Vendor. All equipment must be approved for use by the Department's Contract Manager, or designee, prior to entrance into any Institution. All</p> |

| Ancillary Inmate Services Requirements (AIS) | |
|---|--|
| No. | Requirement |
| | equipment purchased by the Vendor shall be owned and maintained by the Vendor, at the Vendor's expense, and shall be retained by the Vendor upon termination of the Contract. |
| AIS-002 | The Vendor shall provide Inmate Package Program order forms which include the approved products for ordering from the Package Program Menu. Inmates will fill out an order form and send the order form to the designated Canteen Manager assigned to the Institution, periodically, as established by the Department. |
| AIS-003 | The Vendor shall process Inmate Package Program orders utilizing a system with the ability to separate these orders from Canteen purchases. The Inmate Package Program purchases are not included in the Inmate's weekly monetary allowance. |
| AIS-004 | Upon receipt of the products for any Package Program orders, the Vendor shall coordinate the distribution of products with the Property Sergeant and distribute products to the Inmate who placed the order. |
| AIS-005 | Package Program orders may be placed by Inmate family members and friends. Inmate friends and family shall place the order for the Inmate by mail, fax, telephone, or via the internet and be responsible for payment. The Department will not be responsible for placing any orders or making any payments. |
| AIS-006 | The Vendor shall provide a Vendor-supported website for ordering via the internet. |
| AIS-007 | In order to enforce spending limits, the Vendor shall provide an online interface to enter and document orders electronically via URL that can be accessed via the Department's webpage. |
| AIS-008 | All orders shall be filled and packed at the Vendor's secure warehouse and sealed with a pre-printed tamper-evident tape. |
| AIS-009 | Prior to ordering the Vendor shall notify family members and friends, that orders cannot exceed the property limits established in Rule 33-602.201, F.A.C., Inmate Property. |
| AIS-010 | To determine the Inmate's eligibility for the Package Program during an ordering period, the Vendor shall use the Inmate's current housing status that is provided by the Department, <u>nightly</u> , using File Transfer protocol (FTP) technology. |
| AIS-011 | Under no circumstances shall the total order amount per Inmate order exceed the \$100.00 threshold, excluding applicable county sales tax and shipping/handling fee, regardless of the number of packages they receive. |
| AIS-021 | Multiple orders may be processed per Inmate but shall not exceed the \$100.00 threshold. |
| AIS-013 | The Department reserves the right to increase/reduce spending limitations to adjust to security/institutional requirements during the term of the Contract. |
| AIS-014 | The Vendor shall ensure all products listed on the Package Program Menu are available for sale. |
| AIS-015 | The Vendor shall supply all order forms and posters necessary to cover the needs of the Inmate population at each location, a minimum of two (2) weeks prior to orders being due. All order forms and posters shall be submitted to the Department's Contract Manager, or designee, for prior approval. |
| AIS-016 | The Department's final Package Program Menu will include Department-approved items and shall establish fixed pricing for all items. The Vendor shall ensure all items contained on the final Package Program Menu are available for purchase at the price(s) indicated. These prices shall be maintained by the |

| Ancillary Inmate Services Requirements (AIS) | |
|---|---|
| No. | Requirement |
| | Vendor, unless approved in writing by the Department's Contract Manager, or designee. |
| AIS-017 | The Vendor may advertise the Package Program at the Department's Institutions by providing brochures for distribution to the Inmate population approximately 30 calendar days before the ordering deadline. The Vendor may also place posters at the VPs for Inmate family members and friends to become aware of the Package Program during visitation days. No orders may be taken after this periodic deadline has past. Program advertisements shall be limited to brochures, posters, and forms distributed to the Inmate population, unless otherwise approved by the Department's Contract Manager, or designee. |
| AIS-018 | Prior written approval is required from the Department's Contract Manager, or designee, before the Vendor's distribution of any brochure, poster, or form. |
| AIS-019 | At least two (2) weeks prior to delivery, the Vendor shall provide each Institution a numerical manifest for each shipment listing the Inmate's DC number, last name, first name, and location, for all orders included in that shipment. The manifest must be sorted in numerical sequence by Inmate number and by location. |
| AIS-020 | All shipments must be sealed in a clear perforated poly bag or other container that has been approved, in writing, by the Department's Contract Manager, or designee. |
| AIS-021 | Packages must be clearly labeled with an Inmate's DC number, last name, first name, and location. |
| AIS-022 | Packages must contain a packing slip reflecting all items contained within. |
| AIS-023 | The Vendor shall process orders and enforce item restrictions, limitations of products and quantities ordered, and impose any additional restrictions requested, or previously established, by the Department. |
| AIS-024 | The Vendor shall process all packages as follows: <ul style="list-style-type: none"> • The Vendor must restrict knowledge of identities of both package recipients and purchasers from staff responsible for assembling packages; and • The Vendor staff that are responsible for receiving orders, assigning order numbers, and/or secure numerical identifiers for shipping security, shall not be allowed to assemble packages. |
| AIS-025 | The Vendor's packaging and shipping areas must be monitored by closed circuit television (CCTV). Recordings of the activities in packaging and shipping areas must be maintained. All recordings must provide a date and time stamp, and the ability to identify Vendor staff and Inmates present. |
| AIS-026 | The Vendor shall allow inspections of their facilities and merchandise by Department staff without notice. |
| AIS-027 | To reduce the burden on Department staff in administering the Package Program, the Vendor shall provide all resources needed for full delivery and distribution of packages within the Department's Institutions. In addition to the Canteen Manager, the Vendor shall provide sufficient staff, that travels to each Institution, and resources to: <ul style="list-style-type: none"> • Coordinate all deliveries; • Ensure the Inmate is currently at that Institution; • Review each package to ensure all items were included and were not damaged in shipment; |

| Ancillary Inmate Services Requirements (AIS) | |
|---|--|
| No. | Requirement |
| | <ul style="list-style-type: none"> • Handle any discrepancies, returns, or credits needed; and • Facilitate the distribution of the packages to the Inmates with minimal FDC staff assistance, as required. |
| AIS-028 | The Vendor may assess a shipping and handling fee of not more than \$5.00 per order for Package Program orders. |
| AIS-029 | The Vendor shall use a common carrier and/or a Vendor-owned/leased vehicle to ship directly to the Institutions. |
| AIS-030 | The Vendor's Canteen Managers shall ensure all property is organized in an efficient manner to be distributed. |
| AIS-031 | The Vendor shall coordinate delivery with each Institution and products shall be shipped all at one time, unless the Institution has requested otherwise. |
| AIS-032 | The Vendor is responsible for contacting each Institution and coordinating the shipment with the appropriate Department staff. |
| AIS-033 | Delivery shall be made at no cost to the Department. In the event the Inmate has been reassigned to another Institution, the Vendor shall be responsible for re-shipping the package order to the correct Institution. |
| AIS-034 | The Vendor shall ensure all orders are delivered and inventoried within the presence of the designated Department employee(s). |
| AIS-035 | The Vendor shall ensure that without exception, Inmates shall review the contents of their order and sign the packing slip before leaving the distribution area. |
| AIS-036 | The Vendor shall provide two-part, carbonless forms for the Inmates to utilize in the event that there is a product shortage and/or damaged merchandise is received. The Inmate shall complete the form and the designated Department staff shall verify the discrepancy and initial the form. The Vendor's staff shall retain the original form and a copy shall be provided to the Inmate. |
| AIS-037 | The Vendor's Canteen Manager is responsible for all returns and forwarding of packages. |
| AIS-038 | The Vendor must re-ship damaged or replacement merchandise within 72 hours of notification, at the Vendor's expense. |
| AIS-039 | The Vendor shall establish a toll-free number to answer customer questions and track orders from Inmate family members and friends. The toll-free number shall be placed on all forms, posters, brochures, and online websites that the Vendor maintains in support of the Package Program. |
| AIS-040 | The Vendor shall provide a Monthly Ancillary Services Commission Report, in a Department-approved format, to the Department's Contract Manager, or designee, within 30 calendar days of the end of the delivery period for Property Package orders. This report shall include commission payments. |

3.4.5 Information Technology Requirements

Due to the Department's limited network resources, the Vendor will be required to establish and maintain their own information technology network. The Department shall provide approval and oversight of the following requirements.

| Information Technology Requirements (OIT) | |
|---|---|
| No. | Requirement |
| OIT-001 | <p>Dedicated Network</p> <p>The Vendor's Reply shall include a dedicated network to ensure provision of services, and the Vendor shall and maintain all hardware, software, data transport, and related services necessary to provide network connectivity of the entire solution (Proposed Network). The Department's network shall not be used for connectivity in the Contract. The boundaries of the Proposed Network and the Department's network shall not physically touch. The Vendor shall not connect temporarily or permanently to the Department's network without prior written consent from the Department's Chief Information Officer, or designee.</p> |
| OIT-002 | <p>Physical Security</p> <p>Components of the Proposed Network shall be physically secure at each client site and the server site. The network hardware installed at each client site shall be contained in a physically secured cabinet. The Vendor shall be permitted escorted access to the secured cabinet after a scheduled visit is arranged with the Department's OIT staff.</p> |
| OIT-003 | <p>Prohibited Transport</p> <p>The Proposed Network shall be configured to prevent all network traffic other than the network traffic necessary to provide the proposed solution. CJI shall not be transmitted on the Proposed Network.</p> |
| OIT-004 | <p>Data Encryption</p> <p>Data created or used in the proposed solution shall not be transported beyond a site boundary without using encryption as set forth in the Federal Information Processing Standard Publication 140-2.</p> |
| OIT-005 | <p>Department Access to Devices and Logs</p> <p>The Department shall have read only system access to all hardware used on the Proposed Network. The Department shall be permitted to monitor external communication attempts at boundary points. Each hardware device used on the Proposed Network shall be capable of sending logs to the Department's Security Information and Event Management (SIEM) system.</p> |
| OIT-006 | <p>Continuity of Operations (COOP) and Disaster Recovery (DR)</p> <p>The Vendor shall maintain support for its services following an emergency that affects the Institution and systems it maintains or those maintained by the Department. Following an emergency that affects the Vendor's facilities or production systems, the Vendor must provide access and use of a backup system with the same functionality and data as its primary system. The Vendor shall guarantee switching over to a backup system with a Recovery Time Objective (RTO) of 24 hours and Recovery Point Objective (RPO) of four (4) hours. Following an emergency that affects the Department's Institutions or systems, the Vendor must continue to provide access and use of its production systems once the Department has recovered or re-located its service delivery operations.</p> <p>The Vendor's Reply shall include separate plans for COOP and DR. Each plan shall include an annual exercise to validate success and the Vendor shall be responsible for conducting each exercise with engagement from the Department. Each plan shall be reviewed annually and submitted to the Department's Contract Manager, or designee, for annual approval.</p> |

| Information Technology Requirements (OIT) | |
|---|--|
| No. | Requirement |
| OIT-007 | <p>Security Patches</p> <p>The Vendor shall maintain appropriate and timely security patches for each device on the Proposed Network, to include firmware, operating system(s), and software. A negative impact to the proposed solution caused by a security threat that would have otherwise been mitigated by installing an available security patch in a timely manner, shall not be considered a force majeure event when evaluating contractual compliance.</p> |
| OIT-008 | <p>Change Management</p> <p>Any changes to the proposed solution, including the Proposed Network, shall be made in collaboration with the Department's OIT, as indicated.</p> |
| OIT-009 | <p>Wireless Connectivity</p> <p>Wireless network connectivity shall not be used for the Proposed Network without WPA-2 encryption and Aruba MAC-AUTH Authentication Method.</p> |
| OIT-010 | <p>Approved Network Equipment</p> <p>The Proposed Network shall not contain network hardware without review and prior written approval from the Department. The Department's list of pre-approved network hardware is provided in Attachment V, Pre-Approved Network Hardware.</p> |
| OIT-011 | <p>Security Configuration Standards</p> <p>The hardware included in the Proposed Network shall comply with the following standards:</p> <ul style="list-style-type: none"> a) Managed switches b) Power over Ethernet if Voice Over IP is used c) Disable default virtual local area network (VLAN) d) Department specified VLAN identification permitted e) Private IP address space used on local area network f) Enable Spanning Tree Protocol g) Simple Network Management Protocol Version three (3) h) Disabled Telnet, File Transfer Protocol, and Hypertext Transfer Protocol i) AAA authentication login, TACACS+ or RADIUS j) Secure Shell command line k) Centralized auditable logging that can be ingested into SIEM l) Purple category six (6) plenum rated cabling |
| OIT-012 | <p>Data Exchange</p> <p>The Vendor shall provide a method to securely exchange encrypted data with the Department such as Secure File Transfer Protocol(s) or Secure Socket Layer. The format of exchanged data shall either be Extensible Markup Language or delimiter-separated values. It is the Vendor's responsibility to provide all necessary documentation to assist in the integration of data including, crosswalk tables for code values, schemas, and encodings.</p> |
| OIT-013 | <p>Department Data</p> <p>The Vendor and their staff shall be held to contractual obligations of confidentiality, integrity, and availability in the handling and transmission of any Department information. No disclosure or destruction of any Department's data can occur without prior expressed written consent from the Department's</p> |

| Information Technology Requirements (OIT) | |
|--|---|
| No. | Requirement |
| | Office of Information Technology and the Department's Contract Manager, or designee. The Vendor shall timely return all Department information in a format acceptable to the Department when the contractual relationship terminates, not to exceed 10 business days. The Vendor shall provide certification of its destruction of all Departmental data in its possession in accordance with National Institute of Standards and Technology Special Publication 800-88 when the need for the Vendor's custody of the data no longer exists. |
| OIT-014 | Audit Record Retention The Vendor shall retain audit records for at least 365 days. Once the minimum retention time has passed, the Vendor shall continue to retain audit records until the Department determines data is no longer needed for administrative, legal, audit, or other operational purposes. The Vendor shall request written approval from the Department's Contract Manager, or designee, prior to destruction of data and audit records. |
| OIT-015 | Password and User ID Standards Any service, software, or process used in relation to the Department that includes a user ID and password component must ensure said component includes at a minimum, capabilities for password expiration and confidentiality, logging of all User ID activities, lockout on failed password entry, provisions for different levels of access by its user IDs, intended disablement of user IDs, and be evidenced as such by the Vendor's own security policies and Active Directory group policy settings. |

3.4.6 Other Requirements

3.4.6.1 Staff Qualifications

The Vendor shall ensure its Canteen Managers have retail management, warehouse management experience, or experience of a similar nature.

3.4.6.2 Security

The Department shall provide security and follow security procedures to protect the Vendor's equipment. The Department's security procedures shall supersede any procedures the Vendor has established in relation to service provision. The Department's security procedures will provide direction for the management and transport of all items and equipment relating to Canteen operations, VP Vending services, Ancillary Services or any Inmate property. The Vendor shall ensure its staff adhere to all policies and procedures regarding transportation, security, custody, and control of Inmates.

3.4.6.3 Advertising/Promotions/Department Statistical Data

The Vendor shall not issue news releases, advertisements, news articles, or any other information of any kind relating to the Department, including statistical data, Inmate information, or program information, without prior, explicit, written approval from the Department's Contract Manager, or designee. Additionally, the Vendor shall notify the

Department's Contract Manager, or designee, of any other such requests the Vendor receives within two (2) days of receipt.

3.4.6.4 Contract Monitoring

The Department may utilize any or all of the following monitoring methodologies in monitoring the Vendor's performance under the Contract and in determining compliance with Contract terms and conditions:

- Desk reviews of records related to service delivery maintained at Department facilities serviced by the Contract (shall include any documents and databases pertaining to the Contract and may be based on all documents and data or a sampling of same whether random or statistical);
- On-site reviews of records maintained at the Vendor's business location;
- Interviews with the Vendor and/or Department staff;
- Site Visits; and/or
- Bi-annual and annual audits.

A contract monitoring tool will be developed and administered by the Department, in accordance with the requirements in this Contract. The monitoring tool will be utilized in review of the Vendor's performance. Such monitoring may include, but is not limited to, both announced and unannounced visits.

To ensure the contract monitoring process is conducted in the most efficient manner, the Department has established a Vendor's Self-Certification of Compliance checklist, which will be incorporated as an attachment to the contract monitoring tool to be developed. The Self-Certification of Compliance will be retained in the Department Contract Manager's file and the official Contract file. The Vendor shall complete the Self-Certification of Compliance checklist within 30 calendar days of Contract execution of the Contract and forward the original to the Department's Contract Manager, or designee.

The Department's Contract Monitor, or designee, will provide a written monitoring report to the Vendor within three (3) weeks of a monitoring visit. Non-compliance issues identified by the Department's Contract Manager, or designee, will be identified in detail to provide opportunity for correction where feasible.

Within 10 business days of receipt of the Department's written monitoring report (which may be transmitted by email), the Vendor shall provide a formal Corrective Action Plan (CAP) to the Department's Contract Manager, or designee (email acceptable), in response to all noted deficiencies to include responsible individuals and required time frames for achieving compliance. Unless specifically agreed upon in writing by the Department, time frames for compliance shall not exceed 30 calendar days from the date of receipt of the monitoring report by the Vendor. CAPs that do not contain all information required shall be rejected by the Department in writing (e-mail acceptable). The Vendor shall have five (5) calendar days from the receipt of such written rejection to submit a revised CAP; this will **not** increase the required time for achieving compliance. All noted deficiencies shall be corrected within the time frames identified or the Department will impose financial consequences, as appropriate. The Department's Contract Manager, or designee, Contract Monitoring Team, or other designated Department staff may conduct follow-up monitoring at any time to determine compliance based upon the submitted CAP.

3.5 Performance Measures and Financial Consequences

The Department has developed the following Performance Measures which shall be used to measure the Contractor's performance and delivery of services. The Department will work with the Contractor, upon Contract execution, to finalize the Transition Plan, which shall include a plan for the timeline and implementation of tracking and monitoring the Performance Measures below. Listed below are the key Performance Measures; deemed most crucial to the success of the overall desired product/service delivery, and the financial consequences that shall be imposed if an Expectation is not met. Any exception to these requirements must be requested, in writing, by the Vendor, and must be submitted to the Department's Contract Manager, or designee, for review. The Contractor must not have contributed to any cause(s) of delay, in any manner.

| Performance Measures (PM) | | | | |
|----------------------------------|---|---|--------------------|--|
| No. | Description | Expectation | Measurement | Financial Consequence |
| PM-001 | The Vendor shall ensure compliance with ACA Accreditation for food service program standards relating to Canteen, VP Vending, and Ancillary Services. | Retaining Accreditation | Per occurrence | \$2,500, per facility, for the loss of accreditation due to related operations (Canteen, VP Vending, and Ancillary Services) |
| PM-002 | Timely delivery of required reports. | By the established deadline | Monthly | \$250 per calendar day past the due date that a report is not received |
| PM-003 | All approved products (on the Master Products List, not including the Package Program products) shall be maintained in inventory at each Canteen. | A minimum of 98% of all products (on the Master Products List not including the Package Program products) shall be maintained in inventory at each Canteen (Inmate Canteen and VP Canteen). | Semi-annually | \$5,000 per Institution that does not maintain a minimum of 98% inventory. This financial consequence may be assessed on a semi-annual basis per Institution (including all Department sites under that Institution's purview). Inmate |

| Performance Measures (PM) | | | | |
|---------------------------|---|--|----------------|---|
| No. | Description | Expectation | Measurement | Financial Consequence |
| | | | | labor shall not be instructed to maintain products in order to be in compliance with the 98% fill rate. |
| PM-004 | The Vendor must provide a formal Corrective Action Plan (CAP) within the designated timeframe(s). | All CAPs must be received within 10 calendar days from receipt of the Department's Monitoring report identifying any deficiencies. | Per occurrence | \$1,000 per calendar day past the date a CAP is due |
| PM- 005 | Additions/Deletions to the Master Products List shall be implemented at all Institutions within 30 calendar days' notification from the Department's Contract Manager, or designee. Extensions or modification must be approved in writing, in advance, by the Department's Contract Manger, or designee. | 90% compliance | Quarterly | \$500 per calendar day past the 30-day timeframe |
| PM- 006 | The Department must receive monthly commissions timely. | Commission payments are received on or before the 15 th calendar day for the previous month on service | Monthly | \$5,000 for each calendar day past the 15 th calendar day of the month in which the payment is due |

| Performance Measures (PM) | | | | |
|---------------------------|--|--|-------------|--|
| No. | Description | Expectation | Measurement | Financial Consequence |
| PM-007 | The Vendor shall ensure vending machines are refreshed frequently and restocked. | Restock at least once per week, per location | Monthly | \$250 per location, per week, for failure to replenish stock |

3.6 General Reporting Requirements

The following services or service tasks are identified as required reports for the purposes of this Contract. The Vendor shall:

| Deliverable | Due Date | Description (with cross-reference to Requirements as applicable) |
|---|--|---|
| DEL-001 Final Implementation and Transition Plan | Within 15 calendar days of Contract execution | The Vendor shall provide the Final Implementation and Transition Plan that includes a list of all major transition activities, with responsible parties and timeframes. This plan shall include timeframes for the transition of services from the current Contractor, an implementation plan, and projected start dates, etc. (PGM-019) |
| DEL-002 Documentation of the Vendor's Organization | Within five (5) business days of Contract execution, and annually thereafter on the Contract anniversary date. | The Vendor shall submit an overview of Vendor organization, specifically those staff assigned to the services required in this ITN, including an organization chart, staffing plan, and other relevant organizational information. (PGM-011) |
| DEL-003 Staff Review Report | April 10 th July 10 th October 10 th January 10 th | The Vendor shall provide a list of the Vendor's staff requiring Institution security clearance, including staff who have been added and/or removed since the prior report, titles, start date, date of required trainings, credentials (as applicable), last four (4) of social security number, month and day of birth, and date of successful background screening. (PGM-016) |

| Deliverable | Due Date | Description (with cross-reference to Requirements as applicable) |
|---|---|--|
| DEL-004 Monthly Sales Report | By the 10 th calendar day of each month. | The Vendor shall submit a Monthly Sales Report to the Department's Contract Manager, or designee. (PGM-038) |
| DEL-005 Inmate Performance Evaluation | By the 10 th calendar day of each month. | The Vendor shall provide the monthly performance evaluations of the Inmates to the Department's Classifications Section at each Institution. (PGM-064) |

3.7 Scope Change after Contract Execution

During the Contract term, the Department may unilaterally require, by written amendment, changes altering, adding to, or deducting from the Contract specifications, if such changes are within the general scope of the Contract.

The Department may make an equitable adjustment in the Contract price or delivery date(s) if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Vendor, which shall not be unreasonably withheld.

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

3.8 Future Transitions and Contract Termination Tasks

At the expiration or termination of the Contract, the Vendor shall cooperate with the Department in transitioning to a new Vendor. This may include, as the contractual expiration date approaches, a reduction in the locations or services provided, so a new Vendor can transition into providing services Statewide. This reduction may be by region or Institution and will be implemented at the discretion of the Department to best determine its needs upon transition at expiration or termination. The Department shall have sole discretion in determining the best manner for a transition of services to a new Vendor, if applicable.

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SECTION 4 – PROCUREMENT RULES AND INFORMATION

4.1 General Instructions to Vendors

The General Instructions to Vendors are outlined in Form PUR 1001, a downloadable document, incorporated by reference in this ITN. Any terms and conditions set forth within this ITN 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. Form PUR 1001 may be viewed at the following link:

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

4.2 Procurement Officer

Questions related to the procurement should be addressed to:

Lacy Perkins, Procurement Officer

Florida Department of Corrections
Bureau of Procurement
Office of Financial Management
501 S. Calhoun Street
Tallahassee, FL 32399
Telephone: (850) 717-3700
Email: purchasing@fdc.myflorida.com

4.3 Questions

Pursuant to Section 287.057(23), F.S., a Vendor who intends to respond to this solicitation, or persons acting on their behalf, may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting of the Notice of Agency Decision (excluding Saturdays, Sundays, and state holidays), any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Procurement Officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a Reply.

Questions will only be accepted if submitted in writing and received on or before the date and time specified in the Timeline. Responses to written inquiries will be advertised on the Vendor Bid System (VBS) by the date referenced in the Timeline. Oral questions will be entertained at the Mandatory Site Visits/Pre-Reply Conferences as outlined in the Timeline. The Department's answers to oral inquiries are non-binding and are not considered the official position of the Department unless those questions are subsequently submitted in writing, in accordance with this Section.

Interested Vendors are encouraged to carefully review all the materials contained herein and prepare Replies accordingly.

4.4 Special Accommodations

Any person with a qualified disability requiring special accommodations at a public meeting, oral presentation and/or opening should call the Bureau of Procurement at (850) 717-3700, at least five (5) calendar days prior to the event. If a hearing or speech impairment is present, please contact the Bureau of Procurement by using the Florida Relay Service, which can be reached at 1-800-955-8771 (TDD).

4.5 Alternate Provisions and Conditions

Replies that contain provisions contrary to the material requirements of this ITN are prohibited; however, modifications can be recommended in accordance with Section 4.9 of this ITN. Vendors are expected to submit questions or concerns they may have regarding the requirements or terms and conditions of this solicitation in writing to the Procurement Officer, so they may be addressed during the question and answer phase of this solicitation, as per Section 4.3, Questions. Including alternate provisions or conditions may result in the Reply being deemed non-responsive to the solicitation. However, as this is an ITN, the Department reserves the right to review innovative solutions and negotiate the best terms and conditions, if determined to be in the best interests of the State.

4.6 Reply Bond

Each Vendor is required to submit a certified check, cashier's check or reply bond with its response, in the amount of \$7,500,000. If submitting a bond, rather than a check, the Department requires the Vendor's surety company to complete Attachment VI, Reply Bond Form. The bond shall be issued by a reliable surety company that has been in business with a record of successful continuous operation for at least five (5) years and is authorized to do business in the State. Provided reply bonds shall be valid until the Department executes a Contract or issues a Notice of Agency Decision cancelling the solicitation or rejecting all Replies. The check/bond shall be payable to the Florida Department of Corrections. The check/bond insures against a Vendor's withdrawal from competition subsequent to their submission of a Reply. The check/bond will be returned to unsuccessful Vendor(s) upon the execution of a Contract or upon cancellation of the solicitation. The check/bond of the Successful Vendor will be retained until the Contract is executed and the Department receives the required performance bond. The check/bond will be forfeited to the Department if the Vendor fails to timely submit the performance bond or other security, as required below, or fails to execute the Contract when required to do so by the Department. Any request for withdrawal of a submitted Reply, requested after five (5) business days will be subject to provisions of this Section.

4.7 Pass/Fail Mandatory Responsiveness Requirements

The Department shall reject any and all Replies that do not meet the pass/fail criteria below. Any Reply rejected for failure to meet these requirements will not be evaluated further.

- a) All data generated, used, or stored by Vendor pursuant to the prospective Contract will reside and remain in the United States, and will not be transferred outside of the United States at any time;

- b) All services provided to the Department under the Contract, including call center or other supporting services, will be performed by persons located in the United States;
- c) The Vendor's Reply shall demonstrate that it has at least three (3) years within the last five (5) years, of business/corporate experience in providing canteen/commissary services in a criminal justice setting.
- d) The Vendor's Reply and all services to be provided under the Contract will be compliant with all laws, rules and other authority applicable to providing the services including, but not limited to, Florida's Open Government laws (Article I, Section 24, Florida Constitution, Chapter 119, F.S.);
- e) The Vendor must be able to demonstrate their ability to meet the performance bond requirements. Prior to execution of the Contract, the Vendor will deliver to the Department a performance bond, or irrevocable letter of credit, in the amount equal to the lesser of \$30,000,000, or the average annual value of the Contract (averaged from the initial five (5) year Contract term pricing). The bond or letter of credit will be used to guarantee satisfactory performance by the Vendor throughout the Contract term (to include renewal years). The Department reserves the right to negotiate this requirement during the negotiation phase, if in the best interest of the Department.
- f) The Vendor shall deliver to the Department, in accordance with Section 4.6, a Reply bond or check in the amount of \$7,500,000. This check/bond insures against a Vendor's withdrawal from competitive consideration of their Reply prior to execution of a Contract.
- g) As required in Attachment VII, Pass/Fail Requirement Certification and Non-Collusion Certification, the Vendor attests to its positive financial standing and that the Vendor's current Dun & Bradstreet (D&B) Financial Stress Score has a Financial Stress Class of 1, 2, 3, or 4.

4.8 Submission of Replies

Replies shall be prepared simply and economically, providing a straightforward, concise delineation of the Vendor's capabilities to satisfy the requirements of this ITN. Elaborate bindings, colored displays, and promotional material are not desired. Emphasis in each Reply shall be on completeness and clarity of content.

Vendors are responsible for submitting their Replies to this ITN to the Procurement Officer by the date and time specified in the Timeline of this solicitation. The Department will not review or evaluate late Replies.

In Reply to this ITN, each Vendor shall:

- a) Submit a Technical Reply and a Cost Reply in separately sealed packages.
- b) Submit one (1) signed original plus five (5) hardcopies of the Technical Reply, sealed separately from the Cost Reply.

- c) Submit one (1) signed original plus five (5) hardcopies of the Cost Reply, sealed separately from the Technical Reply. The Cost Reply may be shipped along with the Technical Reply as long as it is sealed separately within the same shipping package. Any modifications to the Cost Reply will not be accepted.
- d) Submit five (5) searchable electronic copies of the Technical Reply on CD-ROMs, DVDs, or flash drives (not password protected). In the event of differences between the information contained on the CD-ROMs, DVDs, or flash drive and the original written version, the written version will take precedence.
- e) Submit five (5) searchable electronic copies of the Cost Reply on a CD-ROM, DVD, or flash drive (not password protected) separate from the Technical Reply. In the event of differences between the Cost Reply provided on the CD-ROM, DVD, or flash drive and the original written version, the written version will take precedence.
- f) If the Vendor believes its Technical Reply contains information that is confidential, trade secret, or otherwise not subject to disclosure, the Vendor shall submit one (1) redacted electronic version of the Technical Reply, provided on a CD-ROM, DVD, or flash drive. The information contained on the CD-ROM, DVD, or flash drive shall be formatted in such a way that redactions provided on the pages of the electronic document cannot be removed. In the event the Department receives a public records request for Reply information, the Department will respond to such request by providing the copy of redacted electronic version of the document(s) provided by the Vendor. The Department will rely upon the Vendor submitting the redacted version to ensure the redacted version satisfies this requirement. If a redacted version is not submitted, the Department is expressly authorized to produce the entire document(s), data, or records submitted by the Vendor in answer to a public records request.
- g) Sealed Reply packages shall be clearly marked with the solicitation number, company name, due date and time, and shall identify which package(s) contains the Technical Reply and Cost Reply.
- h) Submitted hardcopies contained in the sealed packages are to be clearly marked on the front cover of both the original and copies, with the Vendor's company name, solicitation number, and whether it is the Technical or Cost Reply. Hardcopies should be numbered one (1) – five (5), in sequential order for ease of tracking.

4.9 Contents of Reply Submittals

Replies are to be organized in TABs as directed below. Vendors shall complete each TAB entirely may be deemed non-responsive. Material Deviations cannot be waived and shall be the basis for determining a Reply non-responsive. A Minor Irregularity will not result in a rejection of an otherwise Responsive Reply.

All Replies shall be organized as follows:

TAB A Cover Letter with Contact Information, Executive Summary, Pass/Fail Certification and Performance Bond/Irrevocable Letter of Credit Letter (Limit 15 pages)

TAB A shall include the following information:

- a) A cover letter on the Vendor's letterhead with contact information and the name and signature of the representative of the responding organization, authorized to legally obligate the Vendor to provide the services requested. The cover letter must state that the Vendor agrees to provide the services as described in their Reply and the ITN;
- b) An executive summary of the Vendor's Reply. The executive summary will describe the technical solution, cost methodology, assumptions, and operational model the Vendor proposes in a concise and meaningful manner. No pricing information is to be included in the executive summary;
- c) A letter signed on or after January 1, 2019, from a Surety Company or Bonding Agent, authorized to do business in the State of Florida, and written on company **letterhead**, that documents the Vendor's present ability to obtain a performance bond or irrevocable letter of credit in the amount of at least \$30,000,000. **Failure by the Vendor to provide this letter with its Reply will be considered a Material Deviation and will result in the Reply being deemed non-responsive;**
- d) The completed Attachment VII, Pass/Fail Requirement Certification and Non-Collusion Certification signed by the authorized representative who signs the above-mentioned cover letter; and
- e) Unless otherwise directed, Vendors shall complete the following forms and submit them to the Department in **TAB A** of their Reply:
 - **Attachment VIII, Vendor's Contact Information**
 - **Attachment IX, Certification of Drug-Free Workplace Program**
 - **Attachment X, Notice of Conflict of Interest**

TAB B Experience and Ability to Provide Services (limit 50 pages)

TAB B shall include the following information:

1. References

Using Attachment XI, Vendor's Reference Form, Vendors shall provide at least three (3), but no more than five (5) references from businesses or governmental agencies for whom the Vendor has provided services of similar scope and size to the services identified in this ITN. References must be able to support the experience requirements listed in this ITN. In order to qualify as current experience, services described by references shall be ongoing, or shall have been completed within the 12 months preceding the issuance date of this ITN.

The references shall be completed and signed by the individual offering the reference, and certified by a notary public, utilizing Attachment XI, Vendor's Reference Form for References. Reference(s) shall identify the type of services provided by the Vendor, dates of service provision, the firm/agency name of the entity for which the services were provided, and the reference provider's current telephone number and address. Reference(s) shall include a paragraph describing services similar in magnitude and scope to those requested in the ITN. Current or former employees of the Department may NOT be used and will NOT be accepted as references. The Department reserves the right to contact reference sources listed and/or not listed in the Vendor's Reply and to consider references when determining best value.

2. Prior Work Experience

a. Narrative/Record of Past Experience

As indicated in Section 4.7, it is a Mandatory Responsiveness Requirement that the Vendor have at least three (3) years, within the last five (5) years, of business/corporate experience in providing canteen/commissary services in a criminal justice setting. Details of the Vendor's experience that meets this requirement shall be provided in narrative form and with enough detail for the Department to determine its complexity and relevance. Specifically, a Vendor shall include:

- A description of experience providing services similar in nature to the ones sought in this ITN;
- The specific length of time the Vendor has provided similar services, and where services were provided;
- All current and/or prior (within three (3) years) federal, state or government contracts for the provision of related services, including a description of the specific services provided and population of facilities serviced;
- A narrative summary of contract performance in all of the above-identified contracts, including any identified performance deficiencies and the assessment of financial consequences or liquidated damages;
- The name(s), telephone number(s), and address(es) for the specified federal, state, or government contract manager(s);
- A summary of any exemplary or qualitative findings, recommendations, or other validations, which demonstrate operational experience. (i.e., specialized accreditation, grant awards, etc.); and
- A list of all contracts within the last five (5) years that were terminated prior to the natural expiration of the contract term, both those related to performance issues and those for any other reason, along with an explanation of the circumstances related to the termination.

b. Disputes

Vendors shall identify all contract disputes they (or their affiliates, subcontractors, agents, etc.) have had within the last three (3) years, relating to contracts under which they provided services similar in nature to those described herein. This shall include any circumstance involving the performance or non-performance of a contractual obligation that resulted in: (i) identification by the contract customer that the Vendor was in default or breach of a duty under the contract or not performing obligations as required under the contract; (ii) the issuance of a notice of default or breach; (iii) the Institution of any judicial or quasi-judicial action against the Vendor as a result of the alleged default or defect in performance; or (iv) the assessment of any fines, liquidated damages, or financial consequences. Vendors must indicate whether the disputes were resolved and, if so, explain how they were resolved.

c. Subcontractor Information

If the Vendor plans to use subcontractors to provide any performance under the Contract, the Vendor shall include detailed information for all subcontractors with whom it plans on contracting. This information shall be provided using Attachment XII, Subcontracting Form. This information shall, at a minimum, include the following: name, contact information, the service(s) subcontractor will be providing under the prospective contract, the number of years the subcontractor has provided services, projects of similar size and scope to the Services sought via this ITN the subcontractor has provided, and all instances of contractual default or debarment (as a prime or subcontractor) the subcontractor has had in the past five (5) years.

3. Organizational Charts

The Vendor shall provide an organizational chart outlining the hierarchy of key personnel for the Contract proposed under this ITN.

4. Personnel

The Vendor shall provide a Preliminary Staffing Plan for a potential Contract. The Vendor shall provide job descriptions outlining the duties and responsibilities of the its service personnel identified in Section 3 - SCOPE OF WORK, and any other positions the Vendor proposes for the provision of services under the Contract. Job descriptions should include specific job functions and minimum qualifications for the identified positions.

TAB C Description of Solution (limit 25 pages)

In **TAB C**, Vendor shall describe the following:

- a) Its understanding of the current Canteen, VP Vending, and Ancillary Services processes of the Department;
- b) Its understanding of goals and general requirements of this solicitation;

- c) Its overall approach to satisfying the requirements and goals of this solicitation;
- d) How the Vendor's approach supports the Department's goals of the ITN;
- e) Any risks and/or challenges it recognizes that relate to the Department's goals;
- f) How it will ensure quality services are provided while ensuring prices and commissions are managed appropriately;
- g) Its approach differentiators;
- h) Its approach to transition/implementation of services; and
- i) Why its solution is the best value for the State.

TAB D Service Area Detailed Solution (limit 150 pages)

Section 3.4 of the ITN describes the requirements and service level expectations of each service area that comprises the Department's Canteen, VP Vending, Ancillary Services and OIT services.

In **TAB D**, the Vendor shall:

- a) Acknowledge acceptance of each requirement in Section 3, or note any proposed modification or innovative solutions that may differ from the requirement but meet the Department's needs;
- b) Acknowledge acceptance of the measures of each Performance Measure (PM);
- c) Indicate its ability to exceed the required PMs, if applicable, and provide additional PMs the Vendor identifies as important that are not currently specified;
- d) Identify proposed modifications to the PMs and the impact of the modification (e.g. greater quality control, additional sources of revenue, lower prices, etc.);
- e) Describe a plan for providing services and meeting all requirements. The Vendor shall include methodologies that will be applied, automation tools planned for use, resource usage plan/approach, and processes that will be put in place;
- f) Provide an organizational structure and resource plan for providing services and meeting the requirements and performance measures described in Section 3 of the ITN;
- g) Describe ways to maximize revenues while maintaining fair prices and reducing or minimizing any Department resources associated with these services. This may include modifying the requirements and/or PMs while still meeting the needs of the service, or recommending a different approach for the service; and
- h) Describe any additional Value-Added Services or deliverables it will provide the Department at no additional cost.

The Vendor shall also include a proposed Master Products List, with prices, in this TAB.

TAB E Implementation and Transition Plan (limit 30 pages)

To ensure a complete and successful implementation of services, and a smooth transition to the Contract, the Successful Vendor shall provide a preliminary Implementation and Transition Plan (Plan). This Plan outlines key activities that must be completed while working with the Department and any current Contractor during a transition period. A Vendor shall describe in detail their Plan for:

- a) On-boarding of staff and other resources;
- b) Implementing new services, to include a breakdown by service area;
- c) Network establishment for data services;

- d) Collaboration with Department stakeholders;
- e) Transition of services from the current Contractor(s);
- f) Any other required activity relating to implementation or transition to services under the new Contract; and
- g) Estimated Plan Schedule.

TAB F Additional ideas for improvement or cost reduction, and other supplemental materials - (limit 35 pages)

In **TAB F** of its Reply, the Vendor is invited to elaborate on innovative solutions, additional ideas, pricing structures, or tools for service improvements that are not specifically addressed in **TABs B – E** but may be made available via the Vendor’s offering. The Department is interested in ideas or tools that will provide the highest level of performance and operational efficiencies. Additionally, Vendors are encouraged to submit alternate pricing structures in this **TAB**, and the potential benefits to the Department that each would bring. **However, actual pricing proposed shall only be provided using Attachment III, Price Information Sheet.** Cost points will be awarded based on Attachment III, as described in Section 4.10 of this ITN. The Department may request that Vendors submit alternate pricing models during the Negotiation Phase of the ITN process. A Vendor must be sure to describe in detail all additional features, capabilities, or services that it will provide in the additional features section.

TAB G Attachment III – Price Information Sheet

The Vendor shall complete and submit Attachment III, Price Information Sheet, indicating commission rates for a Contract’s initial term and renewal years. The Attachment III, Price Information Sheet shall be included in **TAB G** of the Vendor’s Reply. **TAB G** shall be provided in a separate, sealed envelope. The Price Information Sheet shall be submitted as a monthly commission rate. This rate is in addition to the operational cost(s).

4.10 Reply Evaluation Criteria

An Evaluation Team will review and evaluate Replies to this ITN in accordance with the evaluation process below. Material Deviations cannot be waived and shall be the basis for rejection of a Reply. A Minor Irregularity will not result in a rejection of a Reply. The Department has sole discretion in determination of Minor Irregularities and Material Deviations.

A. TECHNICAL REPLY EVALUATION SCORE (0 - 700 POINTS)

1. Experience and Ability to Provide Services

Evaluation of the Vendor’s experience and ability to provide service will be based upon information contained in its entire Reply, but primarily on the information contained in **TAB B**.

a. References

This section will be evaluated using, but not limited to, the following considerations:

- 1) How relevant are the services described in the references to the services sought via the ITN?
- 2) How well do the references demonstrate the Vendor’s satisfactory performance of contract services of similar size and scope to the services sought herein?

- 3) How well do the references demonstrate the Vendor's ability to provide the requested services?
- 4) Are there any issues or concerns identified in the references relating to the Vendor's experience and ability to provide services?

b. Prior Work Experience

This section will be evaluated using, but not limited to, the following considerations:

- 1) Has the Vendor demonstrated via its Reply that it has experience in performing requirements of contracts with similar size and scope as the services sought?
- 2) How well did the Vendor convey their ability to provide services as described in this ITN?
- 3) Does the Vendor have relevant correctional, law enforcement, or criminal justice contractual services experience?
- 4) Are there any issues or concerns identified regarding Vendor's experience and ability to provide the services?

2. Description of Offering

Evaluation of the Vendor's proposed offering will be based upon information contained in their entire Reply, but primarily on the information contained in **TAB C**. Replies will be evaluated using, but not limited to, the following considerations:

- a) How well does the proposed offering satisfy the following criteria?
 - 1) Demonstrates the Vendor's ability to effectively provide Canteen, VP Vending, and Ancillary Services at the service levels required by this ITN;
 - 2) Maximizes operational efficiencies and supports the Department's goals; and
 - 3) Demonstrates a thorough, effective, and beneficial plan for delivery of Canteen, VP Vending, and Ancillary Services.
- b) How well does the summary of the offering, and the explanation of why it is the best value for the State, address and meet the goals, needs, and expectations of the Department?
- c) How well does the Vendor demonstrate their understanding of the goals to be achieved via this ITN?

3. Service Area Detail Solution

Evaluation of each Vendor's service area detail solution will be based upon information contained in **TAB D** of a Vendor's Reply. Replies for each service area will be evaluated based on how well the offering operationally addresses the initial requirements described in Section 3 and innovative solutions that will meet the Department's goals. Evaluation of this area will be based upon information contained in **TAB D**. Replies given for each service area below will be evaluated for reasonableness, thoroughness, and

viability in meeting initial requirements described in Section 3, Scope of Work, and the Department's goal described in Section 2.5 of this ITN.

B. COST REPLY EVALUATION SCORE (0 - 300 Points)

A total of up to 300 points may be awarded to a Vendor's Cost Reply. The following formula will be applied to a Vendor's Cost Reply to determine the Cost Reply Score:

(Vendor's Cost Points / Reply with Highest Cost Points) * Maximum Price Points = Cost Reply Score

1) **Maximum Price Points:**

| | |
|------------------------------|-------------------|
| Initial Term Points | 200 points |
| <u>Renewal Term Points</u> | <u>100 points</u> |
| TOTAL (Maximum Price Points) | 300 points |

2) **Reply with Highest Cost Points:** The Vendor submitting the highest commission rate will receive the maximum number of Cost Points.

3) **Vendor Cost Points:** Cost Points are assigned based on the Base and Renewal Terms allocated in 1), above, for a specific Vendor, as reflected in Attachment III, Price Information Sheet of its Reply. Cost Points will be determined using the formula below:

The Vendor submitting the highest Initial Term commission rate will be awarded 200 points. All others Replies will receive points according to the following formula for their Initial Term:

$$\frac{N}{X} \times 200 = Z$$

Where: N = Actual Initial Term commission rate proposed by the Vendor
X = Highest Initial Term commission rate proposed by any Vendor
Z = Initial Term Points

The Vendor submitting the highest Renewal Term commission rate will be awarded 100 points. All others Replies will receive points according to the following formula:

$$\frac{N}{X} \times 100 = Z$$

Where: N = Actual Renewal Term commission rate proposed by the Vendor
X = Highest Renewal Term commission rate proposed by any Vendor
Z = Renewal Term Points

- 4) **Cost Reply Score:** Points awarded to the Vendor's Cost Reply (maximum=300 points) will be the sum of the Vendor's Initial Term points and Renewal Term Points.

C. FINAL EVALUATION SCORE

The Reply Evaluation Score is the sum of the Vendor's weighted Technical Reply Evaluation Score (0 – 700 points) and Cost Reply Score (0 – 300 points).

4.11 Reply Evaluation and Negotiation Process

As to the ITN process, Section 287.057(1)(c), F.S., provides in part:

(c) Invitation to negotiate - The invitation to negotiate is a solicitation used by an agency which is intended to determine the best method for achieving a specific goal or solving a particular problem and identifies one or more responsive Vendors with which the agency may negotiate in order to receive the best value.

4. The agency shall evaluate Replies against all evaluation criteria set forth in the Invitation to Negotiate in order to establish a competitive range of Replies reasonably susceptible of award. The agency may select one or more Vendors within the competitive range with which to commence negotiations. After negotiations are conducted, the agency shall award the contract to the Responsible Vendor who the agency determines will provide the best value to the State, based on the selection criteria.

Using the Evaluation Criteria specified above, in order to establish a competitive range of Replies reasonably susceptible of award, the Department will evaluate and rank Vendor Replies and, at the Department's sole discretion, proceed to negotiate with Vendor(s) utilizing the Evaluation Phase and Negotiation Phase, as follows:

A. Evaluation Phase Methodology

The Evaluation Team members will individually and independently review each Reply and evaluate each Reply for each of the following Technical Evaluation sections:

| Technical Evaluation Section | Available Points (Scored by Evaluators) | Weight | Weighted Available Points |
|--|---|-------------|---------------------------|
| References | 1-5 | 5% | 50 |
| Prior Work Experience | 1-5 | 10% | 100 |
| Description of Solution | 1-5 | 10% | 100 |
| Program Management Service Area Detail | 1-5 | 20% | 200 |
| Canteen Operations Service Area Detail | 1-5 | 25% | 250 |
| VP Vending Service Area Detail | 1-5 | 10% | 100 |
| Ancillary Service Area Detail | 1-5 | 10% | 100 |
| Information Technology Service Area Detail | 1-5 | 10% | 100 |
| TOTAL | 1000 (weighted) | 100% | 1000 |

Evaluation Team members will assign a score of 1–5, using **no fractions or decimals**, to each Technical Evaluation Section. The Evaluation Team members must include a written comment justifying any score other than 3 (adequate).

The table below provides scoring guidelines to be used by Evaluation Team members when allocating Technical Evaluation points:

| Assessment | Scoring Guidelines | Evaluator Score |
|------------------|---|-----------------|
| Poor | Reply Fails to address the component or it does not describe any experience related to the component; OR Reply is inadequate in most basic requirements, specifications, or provisions for the specific criteria. | 1 |
| Marginal | Reply minimally addresses the requirements; one or more major considerations of the component are not addressed, or are so limited that it results in a low degree of confidence in the Vendor's response or proposed offering; OR Reply meets many of the basic requirements specifications, or provision of the specific items, but is lacking in some essential respects for the specific criteria. | 2 |
| Adequate | Reply adequately meets the minimum requirements, specification, or provision of the specific item, and is generally capable of meeting the state's needs for specific criteria. | 3 |
| Good | Reply more than adequately meets the minimum requirements, specification or provision of the specific criteria, and exceeds those requirements in some respects for the specific criteria. | 4 |
| Excellent | Reply fully meets all requirements and exceeds several requirements Reply exceeds minimum requirements, specifications, and provisions in most aspects for the specific criteria. | 5 |

The Technical Evaluation scores received from each Evaluation Team member will be multiplied by their assigned weight. For each Vendor's Reply, their Technical Reply scores from all Evaluation Team members will be averaged to obtain the Vendor's weighted Final Technical Evaluation Score per Section 4.10. The Department will combine the Vendor's Final Technical Reply Score and the Vendor's Final Cost Reply Score to determine the Vendor's Final Evaluation Score.

The Final Evaluation Scores for all Vendors will be used to rank the Replies (Reply with the highest score = 1, the second highest = 2, etc.). The ranking of Replies will be used to establish a competitive range to determine which Vendors may be invited to participate in

the Negotiation Phase. The Department intends to first negotiate with the two (2) most highly ranked Vendors, but the Department reserves the right to negotiate with fewer Vendors, more than two (2) Vendors, or to reject all Replies.

At the Department's determination, Responsive Vendor(s) will be invited to the Negotiation Phase based upon their Final Evaluation Scores. Vendors are cautioned to propose their best possible offers in their initial Replies, as failing to do so may result in the Vendor not being selected to proceed to the Negotiation Phase. If necessary, the Department will request revisions to the approach submitted by the top-rated Vendor(s) until it is satisfied that the Contract model will serve the State's needs and is determined to provide the best value for the Department.

B. Negotiation Phase Methodology

The Department reserves the right to negotiate with any or all Responsive Vendors, consecutively or concurrently, to determine the best value for recommendation of award.

During the Negotiation Phase, the Department reserves the right to exercise the following rights. This list is not exhaustive.

1. Schedule additional negotiation sessions with any or all Responsive Vendors.
2. Require any or all Responsive Vendors to provide additional revised or final written Replies addressing specified topics.
3. Require any or all Responsive Vendors to provide a written Best and Final Offer (BAFO).
4. Require any or all Responsive Vendors to address services, prices, or conditions offered by any other Vendor.
5. Pursue a Contract with one or more Responsive Vendor(s) for the services sought in this ITN and any addenda thereto, and request additional, revised, or final BAFOs.
6. Pursue the division of Contracts between Responsive Vendors by type of service, or geographic area, or both.
7. Arrive at an agreement with any Responsive Vendor, finalize principal Contract terms with such Vendor and terminate negotiations with any or all other Vendors, regardless of the status of or scheduled negotiations with other such Vendors.
8. Decline to conduct further negotiations with any Vendor.
9. Re-open negotiations with any Vendor.
10. Take any additional administrative steps deemed necessary in determining the final award, including additional fact-finding, evaluation, or negotiation where necessary and consistent with the terms of this solicitation.
11. Review and rely on relevant information contained in the Replies received from any Vendor.
12. Review and rely on relevant portions of the evaluations conducted.
13. Reject any and all Replies if the Department determines such action is in the best interest of the State.
14. Negotiate simultaneously or separately with competing Vendors.
15. Accept portions of a competing Vendor's Reply and merge such portions into one project, including contracting with the entities offering such portions.
16. Waive Minor Irregularities in Replies.
17. Utilize subject matter experts, subject matter advisors, and multi-agency advisors to assist the Negotiation Team.

The Department has sole discretion in deciding whether and when to take any of the foregoing actions, the scope and manner of such actions, the Responsive Vendors or Vendors affected, and whether to provide concurrent public notice of such decision(s).

Before award, the Department reserves the right to seek clarification(s), to request Reply revisions, and to request any information deemed necessary for proper evaluation of Replies. Vendors that proceed to negotiations will be required to make a presentation/demonstration, and may be required to provide additional references, an opportunity for a Site Visit, etc. The Department reserves the right to require attendance by particular representatives of the Vendor. Any written summary of presentations or demonstrations provided by the Vendor shall include a list of persons attending on behalf of the Vendor, a copy of any agenda, copies of all visuals or handouts, and shall become part of the Vendor's Reply. Failure to provide requested information may result in rejection of a Reply.

As part of the negotiation process, the Department will review references as described in Section 4.9, Tab B, and to assess the extent of success of the projects associated with those references. The Department also reserves the right to contact references provided, or not provided by the Vendor. Vendors may be required to provide additional references. The results of the reference checking may influence any final negotiations and selection of the Vendor.

The focus of the negotiations will be on achieving the solution that provides the best value to the State based upon the selection criteria, and which satisfies the Department's primary goals as identified in this ITN. The selection criteria include, but are not limited to the following:

Selection Criteria:

1. The Vendor's articulation of its overall approach to providing the requested services;
2. The innovation of the Vendor's approach to provide the services;
3. The Vendor's articulation of its solution and its ability to implement and execute the solution to meet the requirements of this ITN;
4. The Vendor's demonstrated ability to effectively provide the services;
5. The Vendor's experience in providing the services being procured and the skills of proposed staff relative to the solution approach and offering;
6. How the Vendor's approach satisfies the goals identified herein; and
7. The value of the Vendor's proposed commission and any submitted Value-Added Services.

The Negotiation Phase will also include negotiation of Contract terms and conditions, in accordance with Sections 287.057 and 287.058, F.S., as applicable to the services being procured pursuant to this ITN.

By submitting a Reply, a Vendor agrees to be bound to the terms of Section 5 – Contract Terms and Conditions. Vendors should assume these terms will apply during the Contract term, but the Department reserves the right to negotiate different terms, requirements, compensation models, commissions, and conditions if the Department determines that it provides the best value to the State.

C. Final Selection and Notice of Intent to Award

At the conclusion of the Negotiation Phase, the Department will issue a written Request for Best and Final Offer(s) (RBAFO) to one or more of the Vendors with which negotiations were held. At minimum, based upon the negotiation process, BAFOs must contain:

1. A revised Statement of Work;
2. All negotiated terms and conditions; and
3. A final Cost Reply.

Each BAFO will be submitted to the Department for review by the Negotiation Team. Thereafter, the Negotiation Team will meet in a public forum to determine which Offer constitutes the best value to the State based upon the Selection Criteria. The Department's Negotiation Team will then develop a recommendation of award that will provide the best value. In so doing, the Negotiation Team is not required to score any Vendor's BAFO, but will base their recommendation on the foregoing Selection Criteria. The score from the Evaluation Phase will not carry over into the Negotiation phase, and the Negotiation Team will not be bound by any Evaluation Phase scores. The Procurement Officer will prepare a report to the Secretary, or designee, regarding the recommendation of the Negotiation Team.

It is the intent of the Department to contract with one (1) Vendor statewide for the provision of services described herein. This does not preclude the use of subcontractors.

The Department does not anticipate re-opening negotiations after receiving BAFOs, but reserves the right to do so if it is in the best interest of the State.

The Secretary, or designee, will award the ITN to the Vendor who provides the best value to the State, based on the selection criteria, taking into consideration the award recommended by the Negotiation Team, as reflected in the Procurement Officer's report. In so doing, the Secretary, or designee, is not required to score the Vendors' BAFO, or Replies, but will base his decision on the selection criteria set forth above.

4.12 Reply Opening

Replies will be publicly opened at the time and date specified in the Timeline. The opening of Replies will take place at the Florida Department of Corrections, Bureau of Procurement, 501 S. Calhoun Street, Tallahassee, Florida 32399. The name of all Vendors submitting Replies shall be made available to interested parties upon written request to the Procurement Officer listed in Section 4.2.

4.13 Costs of Preparing Reply

The Department is not liable for any costs incurred by a Vendor while responding to this ITN, including costs associated with attending the mandatory site-visits, oral presentations or negotiations, if applicable.

4.14 Disposal of Replies

All Replies become the property of the State of Florida and will be a matter of public record subject to the provisions of Chapter 119, F.S. Selection or rejection of a Reply will not affect this right. Should the Department reject all Replies and issue a re-solicitation, information submitted in response to this ITN will become a matter of public record as indicated in Section 119.071(b), F.S.

4.15 Right to Withdraw Invitation to Negotiate

The Department reserves the right to withdraw this ITN at any time and by doing so assumes no liability to any Vendor.

4.16 Right to Reject Reply Submissions and Waiver of Minor Irregularities

The Department reserves the right to reject any and all Replies or to waive Minor Irregularities when doing so would be in the best interest of the State. At its exclusive option, the Department may correct Minor Irregularities but is under no obligation to do so.

4.17 Mandatory Site Visits and Pre-Reply Conferences

All interested Vendors, before submitting their Reply, shall visit the following sites to become familiar with conditions that may, affect the services required as they pertain to the Contract. **Attendance at the site visits is mandatory.** The Department has set specific dates for the site visits and will not allow visits by individual Vendors at any other time. Interested Vendors must contact Todd Sharpe at Todd.Sharpe@fdc.myflorida.com at least five (5) business days prior to the site visits listed in the Timeline and furnish him with the following information on all attendees, including the attendee's full name, social security number, date of birth and driver's license number. **Participation in the Site Visits will be limited to two (2) representatives per organization, though the same individuals do not need to attend both site visits.**

Site visits shall occur in accordance with the following schedule and interested parties shall meet at the site's Administration Building for admittance to the Institution. All Department security procedures shall apply. The site visits will also include a brief pre-reply conference and afford Vendors the opportunity to ask questions.

| Institution/Facility | Address | Date | Time |
|--|--|-----------------------|-----------------------------|
| Wakulla Correctional Institution | 110 Melaleuca Drive Crawfordville, FL 32327 | September 25, 2019 | 10:00 a.m., Eastern Time |
| Santa Rosa Correctional Institution | 5850 East Milton Road Milton, FL 32583 | September 26, 2019 | 10:00 a.m., Central Time |

Persons present as attendees must be the same individuals for whom information was provided for clearance and must be approved by Department staff at each site. For security reasons, admittance of any Vendors not previously approved is at the sole discretion of the Institution's Warden, and Vendors who did not seek prior approval may be denied access. Attendees must present photo identification at the site.

Each site visit is an opportunity to tour sites that are representative of critical pieces of the Department's Canteen, VP Vending, and Ancillary Services operations, and is vital to understanding the desired services sought by the Department. The Department will accept verbal questions during the Site Visit and will make a reasonable effort to provide answers at that time. Impromptu questions will be permitted, and spontaneous answers provided; **however, parties should clearly understand that the Department will issue a written response ONLY to those questions subsequently submitted in writing in accordance with Section 4.3, Questions.** This written response will be provided to all prospective Vendors as an addendum to the ITN and shall be considered the Department's official answer or position as to the question or issue posed. **Verbal answers and discussions are for informational purposes only and shall not be binding upon the Department.**

4.18 Addenda

The Department will post all addenda and materials relative to this procurement on the Florida Vendor Bid System at http://www.myflorida.com/apps/vbs/vbs_main_menu. **Interested Vendors are responsible for monitoring this site for new or changing information relative to this ITN.** Vendors are responsible for ensuring that all addendums have been read and incorporated, as applicable, in their Reply.

4.19 Cost/Price Discussions

Any discussion by a Vendor with any employee or authorized representative of the Department involving cost, commissions, Value-Added services, or price information, occurring prior to advertisement of the notice of agency decision, will result in rejection of said Vendor's Reply.

4.20 No Prior Involvement and Conflicts 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 through decision, approval, disapproval, recommendation, preparation of any part of a purchase, 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.

The Vendor shall acknowledge acceptance on Attachment VII, Pass/Fail Requirement Certification and Non-Collusion Certification.

The Vendor(s) shall not compensate in any manner, directly or indirectly, any officer, agent or employee of the Department for any act or service which he/she may do, or perform for, or on behalf of, any officer, agent, or employee of the Vendor(s). No officer, agent, or employee of the Department shall have any interest, directly or indirectly, in any Contract or purchase made, or authorized to be made, by anyone for, or on behalf of, the Department.

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

4.21 State Licensing Requirements

All entities defined under Chapters 605, 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, or must provide certification of exemption of this requirement.

4.22 MyFloridaMarketPlace (MFMP) Vendor Registration

Each Vendor doing business with the State of Florida for the sale of commodities or the provision of contractual services as defined in Section 287.012, F.S., shall register in the MyFloridaMarketPlace Vendor Information Portal (VIP), unless exempted under Rule 60A-1.031, 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 MyFloridaMarketPlace VIP, unless exempted by law. A Vendor not currently registered in the MyFloridaMarketPlace VIP shall do so within five (5) calendar days of Contract award.

Registration may be completed at: <http://Vendor.myfloridamarketplace.com>. Those needing assistance may contact the MyFloridaMarketPlace Customer Service Desk at 866-352-3776 or Vendorhelp@myfloridamarketplace.com.

4.23 Unauthorized Employment of Alien Workers

The Department does not intend to award publicly funded Contracts to those entities or affiliates who knowingly employ unauthorized alien workers, in violation of the employment provisions as determined pursuant to Section 274A of the Immigration and Nationality Act.

4.24 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(s) considers any portion of the documents, data or records submitted in a Reply 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(s) 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(s) 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(s) submits its Reply, and must only exclude or redact those exact portions which are claimed confidential, proprietary, or trade secret. The Vendor(s) 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(s) 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 Reply are confidential, proprietary, trade secret or otherwise not subject to disclosure. If the Vendor(s) fails to submit a Redacted Copy with its Reply, the Department is authorized to produce the entire documents, data or records submitted by the Vendor(s) in response to a public records request. 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.

4.25 Vendor Substitute W-9

The State of Florida Department of Financial Services (DFS) requires all Vendors that do business with the state to electronically submit a Substitute W-9 Form to <https://flVendor.myfloridacfo.com>. Answers to frequently asked questions related to this requirement are found at: <https://flVendor.myfloridacfo.com>. DFS is ready to assist Vendors with additional questions. Vendors requiring assistance may contact their Customer Service Desk at 850-413-5519 or FLW9@myfloridacfo.com.

4.26 Scrutinized Companies Certification

The Vendor certifies they are not listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S., and they are not currently engaged in a boycott of Israel. If the Contract exceeds \$1,000,000.00 in total, not including renewal years, the Vendor certifies that they are not listed on either the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Sections 215.473, F.S., and 215.4725, F.S., and further certifies they are not engaged in business operations in Cuba or Syria. Pursuant to Section 287.135(5), F. S., and 287.135(3), F.S., the Vendor agrees the Department may immediately terminate the Contract for cause if the Vendor is found to have submitted a false certification or if the Vendor is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or has engaged in business operations in Cuba or Syria during the term of the Contract. Any Vendor that submits a Reply for a contract or before the company enters into or renews a contract with an agency or local governmental

entity for goods or services of any amount must certify that the company is not participating in a boycott of Israel.

4.27 Disclosure of Reply 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 Replies 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 Reply. Selection or rejection of a Reply shall not affect this right.

4.28 Advertising Notice of an Agency Decision

As in any competitive solicitation, the Department shall advertise a public notice of agency decision when the Department has made a determination including, but not limited to, a decision to award a Contract, reject all Replies, or to cancel or withdraw the ITN.

The notice of agency decision will be advertised on or about the date shown in the Timeline and will remain posted for a period of 72 hours (Saturdays, Sundays and State holidays shall be excluded in the computation of the 72-hour period). Advertisements are made available on the Vendor Bid System at http://www.myflorida.com/apps/vbs/vbs_main_menu.

4.29 Protest Procedures

Pursuant to Section 120.57(3), F.S., a Notice of Protest or Formal Written Protest must be filed with the Department's Agency Clerk. Filings may be made physically at 501 South Calhoun Street, Tallahassee, Florida 32399-2500, by email to: CO-GCAgencyClerk@fdc.myflorida.com, or by facsimile to: (850) 922-4355. Protests must be made in compliance with Rules 28-110.003 and 28-110.004, F.A.C. Filings received after regular business hours (8:00 a.m. to 5:00 p.m., E.T.) 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.

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SECTION 5 – CONTRACT TERMS AND CONDITIONS

5.1 General Contract Conditions

General contract conditions are outlined in Form PUR 1000, a downloadable document incorporated by reference in this ITN. Any terms and conditions set forth within this ITN 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. Form PUR 1000 may be viewed at the following link:

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

5.2 Travel Expenses

The Department shall not be responsible for the payment of any travel expenses incurred by the Vendor(s) due to this ITN.

5.3 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 Vendor. The Vendor 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.”

5.4 State Initiatives

5.4.1 Diversity in Contracting

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

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

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

Information on Certified Minority Business Enterprises (CMBE) and Certified Service-Disabled Veteran Business Enterprises (CSDVBE) is available from the Office of Supplier Diversity at http://dms.myflorida.com/other_programs/office_of_supplier_diversity_osd/.

Diversity in Contracting should identify any participation by diverse Vendors and suppliers as prime Vendors, subcontractors, resellers, distributors, or such other participation as the parties may agree. Diversity in Contracting documentation shall include the timely reporting of spending with certified and other minority/service-disabled veteran business enterprises. Such reports must be submitted at least monthly and include the period covered, the name, minority code and Federal Employer Identification Number of each minority/service-disabled veteran Vendor utilized during the period, commodities, and services provided by the minority/service-disabled veteran business enterprise, and the amount paid to each minority/service-disabled veteran Vendor on behalf of each purchasing agency ordering under the terms of the Contract.

5.4.2 Environmental Considerations

The State supports, and encourages initiatives to protect and preserve our environment. If applicable, the Vendor shall submit a plan to support the procurement of products and materials with recycled content, and the intent of Section 403.7065, F.S. The Vendor shall also provide a plan, if applicable, for reducing, and or handling of any hazardous waste generated by the Vendor, in accordance with Rule 62-730.160, F.A.C.

It is a requirement of the Florida Department of Environmental Protection (DEP) that a generator of hazardous waste materials that exceeds a certain threshold must have a valid and current Hazardous Waste Generator Identification Number. If requested, this identification number shall be submitted as part of Vendor's explanation of its company's hazardous waste plan, and shall explain in detail its handling and disposal of this waste.

5.5 Subcontracts

The Vendor may, only with prior written consent of the Department, enter into written subcontracts for the delivery or performance of services as indicated in this ITN. Anticipated subcontract agreements known at the time of Reply submission, and the amount of the subcontract must be identified in the Reply. If a subcontract has been identified at the time of Reply submission, a copy of the proposed subcontract must be submitted to the Department. No subcontract, which the Vendor enters into with respect to performance of any of its functions under the Contract, shall in any way relieve the Vendor of any responsibility for the performance of its duties. All subcontractors, regardless of function, providing services on Department property, shall comply with the Department's security requirements, including background checks, and all other Contract requirements. All payments to subcontractors shall be made by the Vendor.

If a subcontractor is utilized by the Vendor, the Vendor shall pay the subcontractor within seven (7) working days after receipt of full or partial payments from the Department, in accordance with Section 287.0585, F.S. It is understood, and agreed that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract, and that the Vendor shall be solely liable to the subcontractor for all expenses and liabilities under the Contract. Failure of the Vendor to pay the subcontractor within seven (7) working days will result in a penalty to be paid by the Vendor to the subcontractor in the amount of one-half (½) of one percent (1%) of the amount due per working 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 fifteen percent (15%) of the outstanding balance due.

5.6 Insurance

The Vendor shall obtain insurance to cover those liabilities which are necessary to provide reasonable financial protection for the Vendor and the Department under the Contract. This shall include, but is not limited to, workers' compensation, general liability, and property damage coverage. The Department must be an additional named insured on the Vendor's insurance related to the Contract. Upon the execution of the Contract, the Vendor shall furnish the Department's Contract Manager, or designee, with written verification of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Department reserves the right to require additional insurance where appropriate.

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

5.7 Copyrights, Right to Data, Patents and Royalties

Where activities produce original writing, sound recordings, pictorial reproductions, drawings or other graphic representation and works of any similar nature, the Department has the right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Department to do so. If the materials so developed are subject to copyright, trademark, or patent, legal title and every right, interest, claim or demand of any kind in and to any patent, trademark or copyright, or application for the same, will vest in the State of Florida, Department of State (DOS) 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, shall be entitled to use the copyright, patent, or trademark without the prior written consent of the DOS.

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

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

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

exception that the Contract prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work to be performed hereunder.

5.8 Independent Contractor Status

The Successful 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 Vendors.

5.9 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.

5.10 Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under the Contract or 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.

5.11 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.

5.12 Use of Funds for Lobbying Prohibited

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

5.13 Reservation of Rights

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

5.14 Taxes

The State of Florida does not pay Federal Excise and Sales taxes on direct purchases of tangible personal property. The tax exemption number/certificate will be provided upon request. This exemption does not apply to purchases of tangible personal property made by Vendors

who use the tangible personal property in the performance of contracts for the improvement of State-owned real property, as defined in Chapter 192, F.S.

5.15 Safety Standards

Unless otherwise stipulated in this ITN, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act (OSHA) and any standards thereunder.

5.16 Americans with Disabilities Act

The Vendor shall comply with the Americans with Disabilities Act (ADA). In the event of the Vendor's noncompliance with the nondiscrimination clauses, the ADA, or with any other such rules, regulations, or orders, the Contract may be canceled, terminated, or suspended in whole or in part and the Vendor may be declared ineligible for award of future contracts.

5.17 Employment of Department Personnel

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

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

5.19 Conflict of Law and Controlling Provisions

The Contract, plus any conflict of law issue, shall be governed by the laws of the State of Florida.

5.20 Prison Rape Elimination Act (PREA)

The Vendor will comply with the national standards to prevent, detect, and respond to prison rape under the Prison Rape Elimination Act (PREA), Federal Rule 28 C.F.R. Part 115. The Vendor will also comply with all Department policies and procedures that relate to PREA.

5.21 Contract Modifications

Unless otherwise stated in the Contract, modifications shall be valid only through execution of a formal Contract amendment.

5.22 Rights to Examine, Audit and Administer Resources

The Vendor will permit online and onsite visits by the Department's authorized employees, officers, inspectors and agents during an administrative or criminal investigation. The process can begin with either declaration of a Computer Security Incident Reporting Team (CSIRT) from the Department's CIO, Information Security Officer, or Inspector General.

The Vendor will make available any and all operating system computer logs generated by the mainframe, servers, routers and switches as requested. If requested, the Vendor will provide the Department with administrative level online access to the server console interfaces and logs.

Right to Audit: The Vendor will permit and facilitate both physical and virtual access to the mainframe, servers, intrusion prevention system, firewalls, routers and switches by the Department's authorized audit staff or representatives. Such access may include both internal and external security scans of those resources.

In certain criminal investigations, it may be necessary for the Department to seize control of the mainframe or servers for the purpose of evidentiary control, pursuant to Sections 20.055 and 944.31, F.S.

5.23 Financial Consequences

By executing the Contract, the Vendor expressly agrees to the imposition of financial consequences, in addition to all other remedies available to the Department by law.

The Department's Contract Manager, or designee, will provide written notice to the Vendor's Representative of all financial consequences assessed as a result of performance measure reports or through the monitoring process established in Section 3.4.6.4, accompanied by detail sufficient for justification of the 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 financial consequences due, or in the alternative, may issue a credit in the amount of the financial consequences due on the next monthly invoice following imposition of damages. Documentation of the amount of financial consequences assessed shall be included with the invoice, if issuing credit. If financial consequences are not paid within 60 calendar days of receipt of notice, future invoices will not be paid until payment of the outstanding assessed financial consequences is received by the Department or a credit is issued for the outstanding financial consequences by the Vendor.

5.24 Default

Failure to adhere to Contract terms and conditions may be handled in accordance with Rule 60A-1.006, F.A.C. The Department may take any other actions deemed necessary and appropriate to make the State whole in the event of such default.

5.25 Termination

5.25.1 Termination at Will

The Contract may be terminated by the Department upon no less than 60 calendar days' notice and by the Vendor upon no less than 180 calendar days' notice, without cause, unless a lesser time is mutually agreed upon by both parties. Notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery.

5.25.2 Termination for Cause

If a breach of the Contract occurs by the Vendor, the Department may terminate the Contract upon 24 hours' written notice to the Vendor. Notice shall be delivered by certified mail (return receipt requested), in-person with proof of delivery, or by other method of delivery whereby an original signature is obtained. If applicable, the

Department may employ the default provisions in Chapter 60A-1, F.A.C. The provisions herein do not limit the Department's right to remedies at law or to damages.

5.25.3 Termination for Unauthorized Employment

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

5.26 Retention of Records

To the extent that information is utilized in the performance of the resulting Contract or generated as a result of it, and to the extent that information meets the definition of "public record," as defined in Section 119.011(12), F.S., said information is recognized by the parties to be a public record and, absent a provision of law or administrative rule or regulation requiring otherwise, shall be made available for inspection and copying by any person upon request as provided in Chapter 119, F.S. The Vendor agrees to: (a) keep and maintain public records required 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 ITN 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 Sections 119.07(1), or 119.071, F.S.

5.27 Indemnification

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

5.28 Inspector General

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

5.29 Performance Guarantee/Bond

The Vendor shall furnish the Department with a Performance Guarantee in the amount of \$30,000,000.00 for a time frame equal to the term of the Contract.

The form of the guarantee shall be a bond, cashier's check, or money order made payable to the Department. The guarantee shall be furnished to the Department's Contract Manager, or designee, within 30 calendar days of execution of the Contract. No payments shall be made to the Vendor until the guarantee is in place and approved by the Department in writing. Upon renewal of the Contract, the Vendor shall provide proof that the performance guarantee has been renewed for the renewal term.

Based upon Vendor's performance after the initial year of the Contract, the Department may, at the Department's sole discretion, reduce the amount of the bond for any single year of the Contract or for the remaining Contract period, including the renewal.

5.30 Disputes

Any dispute concerning performance of the terms of the Contract shall be resolved informally by the Contract Managers. Any dispute that cannot be resolved informally shall be reduced to writing and delivered to the Department's Chief Financial Officer (CFO), or designee. The Department's CFO, or designee, shall decide the dispute, reduce the decision to writing, and deliver a copy to the parties, the Contract Managers and the Department's Contract Administrator.

5.31 Cooperation with the Florida Senate and Florida House of Representatives

In accordance with Florida law, the Contractor agrees to disclose any requested information, relevant to the performance of this Contract, to members or staff of the Florida Senate or Florida House of Representatives, as required by the Florida Legislature. The Contractor is strictly prohibited from enforcing any nondisclosure clauses conflictive with this requirement.

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**ATTACHMENT I – SERVICE LOCATIONS
FDC ITN-19-016**

MAJOR INSTITUTIONS/ANNEXES

* Indicates a work camp adjacent to an Institution.

| Region I | |
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| <p align="center">Apalachee CI East 35 Apalachee Drive Sneads, Florida 32460-4166 (850) 718-0688 Fax: (850) 593-6445</p> | <p align="center">Apalachee CI West 52 West Unit Drive Sneads, Florida 32460-4165 (850) 718-0577 Fax: (850) 593-6445</p> |
| <p align="center">* Calhoun CI 19562 SE Institution Drive Blountstown, Florida 32424-5156 (850) 237-6500 Fax: (850) 237-6508</p> | <p align="center">* Century CI 400 Tedder Road Century, Florida 32535-3659 (850) 256-2600 Fax: (850) 256-2335</p> |
| <p align="center">*Franklin CI 1760 Highway 67 North Carrabelle, Florida 32322 (850) 697-1100 Fax: (850) 697-1108</p> | <p align="center">Gulf CI 500 Ike Steele Road Wewahitchka, Florida 32465-0010 (850) 639-1000 Fax: (850) 639-1182</p> |
| <p align="center">*Gulf CI Annex 699 Ike Steel Road Wewahitchka, Florida 32465 (850) 639-1509 Fax: (850) 639-1508</p> | <p align="center">* Holmes CI 3142 Thomas Drive Bonifay, Florida 32425-0190 (850) 547-2100 Fax: (850) 547-0522</p> |
| <p align="center">* Jackson CI 5563 10th Street Malone, Florida 32445-3144 (850) 569-5260 Fax: (850) 569-5996</p> | <p align="center">Jefferson CI 1050 Big Joe Road Monticello, Florida 32344-0430 (850) 342-0500 Fax: (850) 997-0973</p> |
| <p align="center">* Liberty CI 11064 N.W. Dempsey Barron Road Bristol, Florida 32321-9711 (850) 643-9400 Fax: (850) 643-9412</p> | <p align="center">Northwest Florida Reception Center 4455 Sam Mitchell Drive Chipley, Florida 32428-3597 (850) 773-6100 Fax: (850) 773-6252</p> |
| <p align="center">Northwest Florida Reception Center Annex 4455 Sam Mitchell Drive Chipley, Florida 32428-3597 (850) 773-6500 Fax: (850) 773-6611</p> | <p align="center">* Okaloosa CI 3189 Little Silver Rd. Crestview, Florida 32539-6708 (850) 682-0931 Fax: (850) 689-7803</p> |
| <p align="center">Quincy Annex 2225 Pat Thomas Parkway Quincy, Florida 32351-8645 (850) 627-5400 Fax: (850) 875-3572</p> | <p align="center">Santa Rosa CI/Annex 5850 East Milton Rd. Milton, Florida 32583-7914 (850) 983-5800 Fax (850) 983-5907</p> |

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| <p>* Wakulla CI/Annex 110 Melaleuca Drive Crawfordville, Florida 32327-4963 (850) 410-1895 Fax: (850) 410-0203</p> | <p>* Walton CI 691 Institution Road DeFuniak Springs, Florida 32433-1831 (850) 951-1300 Fax: (850) 951-1750</p> |
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| Region II | |
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| <p>* Baker CI P.O. Box 500, 20706 US 90 W. Sanderson, Florida 32087-0500 (386) 719-4500 Fax: (386) 758-5759</p> | <p>* Columbia CI/Annex 216 S.E. Corrections Way Lake City, Florida 32025-2013 (386) 754-7600 Fax: (386) 754-7602</p> |
| <p>* Cross City CI/East Unit 568 NE 255th Street Cross City, Florida 32628 (352) 498-4444 Fax: (352) 498-4333 or 4334</p> | <p>* Florida State Prison (FSP) 7819 N.W. 228th Street Raiford, Florida 32026-1000 (904) 368-2500 Fax: (904) 368-2732</p> |
| <p>FSP West Unit Post Office Box 747 State Road 16 Starke, Florida 32091-0747 (904) 368-2500 Fax: (904) 368-27299</p> | <p>*Hamilton CI/Annex 10650 SW 46th Street Jasper, Florida 32052-1360 (386) 792-5151 Fax: (386) 792-515</p> |
| <p>* Lancaster CI 3449 S.W. State Road 26 Trenton, Florida 32693-5641 (352) 463-4100 Fax: (352) 463-3476</p> | <p>Lawtey CI 7819 N.W. 228th Street Raiford, Florida 32026-2000 (904) 782-2000 Fax: (904) 782-2005</p> |
| <p>* Madison CI 382 Southwest MCI Way Madison, Florida 32340-4430 (850) 973-5300 Fax: (904) 973-5339</p> | <p>* Mayo CI Annex 8784 US Highway 27 West Mayo, Florida 32066-3458 (386) 294-4500 Fax: (386) 294-4534</p> |
| <p>*New River CI 7819 NW 228th Street Raiford, Florida 32026-3000 (904) 368-3000 Fax: (904) 368-3205</p> | <p>Putnam CI 128 Yelvington Road East Palatka, Florida 32131-2112 (386) 326-6800 Fax: (386) 312-2219</p> |
| <p>*Reception and Medical Center P.O. Box 628 Hwy 231 Lake Butler, Florida 32054-0628 (386) 496-6000 Fax: (386) 496-3287</p> | <p>Reception and Medical Center West 8183 SW 152nd Loop P.O. Box 628 Lake Butler, Florida 32054-0628 (386) 496-6002 Fax: (386) 496-4689</p> |
| <p>*Suwannee CI/Annex 5964 U.S. Highway 90 Live Oak, Florida 32060 (386) 963-6201 Fax: (386) 963-6103</p> | <p>*Taylor CI/Annex 8501 Hampton Springs Road Perry, Florida 32348-8747 (850) 838-4000 Fax: (850) 838-4024</p> |

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| <p>* Tomoka CI 3950 Tiger Bay Road Daytona Beach, Florida 32124-1098 (386) 323-1070 Fax: (386) 323-1006</p> | <p>Union CI 7819 N.W. 228th Street Raiford, Florida 32026-4000 (386) 431-2000 Fax: (386) 431-2016</p> |
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Region III

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| <p>*Avon Park CI P.O. Box 1100 County Road 64 East Avon Park, Florida 33826-1100 (863) 453-3174 Fax: (863) 453-1511</p> | <p>Central Florida Reception Center/East Unit/South Unit 7000 H C Kelley Rd Orlando, Florida 32831-2518 (407) 207-7777 Fax: (407) 249-6570</p> |
| <p>*DeSoto Annex 13617 S.E. Highway 70 Arcadia, Florida 34266-7800 (863) 494-3727 Fax: (863) 494-1740</p> | <p>Florida Women's Reception Center 3700 NW 111th Place Ocala, Florida 34482-1479 352-840-8000 Fax: (352) 401-5331</p> |
| <p>*Hardee CI 6901 State Road 62 Bowling Green, Florida 33834-9505 (863) 767-4500 Fax: (863) 767-4504</p> | <p>Hernando CI 16415 Springhill Drive Brooksville, Florida 34604-8167 (352) 754-6715 Fax: (352) 544-2307</p> |
| <p>Lake CI 19225 U.S. Highway 27 Clermont, Florida 34715-9025 (352) 394-6146 Fax: (352) 394-3504</p> | <p>*Lowell CI/Annex 11120 NW Gainesville Rd Ocala, Florida 34482-1479 (352) 401-5301 Fax: (352) 401-5331</p> |
| <p>*Marion CI 3269 NW 105th Street Lowell, Florida 32663-0158 (352) 401-6400 Fax: (352) 840-5657</p> | <p>* Polk CI 10800 Evans Road Polk City, Florida 33868-6925 (863) 984-2273 Fax: (863) 984-3072</p> |
| <p>Sumter CI and BTU 9544 County Road 476B Bushnell, Florida 33513-0667 (352) 569-6100 Fax: (352) 569-6196</p> | <p>Zephyrhills CI 2739 Gall Boulevard Zephyrhills, Florida 33541-9701 (813) 782-5521 Fax: (813) 782-4954</p> |

Region IV

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| <p>Charlotte CI 33123 Oil Well Road Punta Gorda, Florida 33955-9701 (941) 833-2300 Fax: (941) 575-5747</p> | <p>Dade CI 19000 S. W. 377th Street Florida City, Florida 33034-6409 (305) 242-1900 Fax: (305) 242-1881</p> |
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| Region IV | |
|---|---|
| <p>Everglades CI 1601 S.W. 187th Ave. Miami, Florida 33185-3701 (305) 228-2054 Fax: (305) 228-2039</p> | <p>Homestead CI 19000 S. W. 377th Street Florida City, Florida 33034-6409 (305) 242-1700 Fax: (305) 242-2424</p> |
| <p>* Martin CI 1150 S.W. Allapattah Road Indiantown, Florida 34956-4397 (772) 597-3705 Fax: (772) 597-3742</p> | <p>Okeechobee CI 3420 N.E. 168th St. Okeechobee, Florida 34972-4824 (863) 462-5474 Fax: (863) 462-5402</p> |
| <p>South Florida Reception Center 14000 NW 41st Street Doral, Florida 33178-3014 (305) 592-9567 Fax: (305) 470-5628</p> | <p>South Florida Reception Center - South 13910 NW 41st Street Doral, Florida 33178-3014 (305) 592-9710 Fax: (305) 470-5628</p> |

WORK CAMPS, FORESTRY CAMPS, ROAD PRISONS & RE-ENTRY CENTERS

| Region I | |
|--|---|
| <p>Calhoun Work Camp 19564 SE Inst. Drive Blountstown, Florida 32424-5156 (850) 674-2887 Fax: (850) 674-2503</p> | <p>Century Work Camp 400 Tedder Road Century, Florida 32535-3659 (850) 256-2600 Fax: (850) 256-5005</p> |
| <p>Gadsden Re-Entry Center 630 Opportunity Lane Havana, Florida 32333 (850) 539-2440 (850) 539-2768</p> | <p>Graceville Work Camp 5230 Ezell Road Graceville, Florida 32440-4289 (850) 263-9230 Fax: (850) 263-9235</p> |
| <p>Gulf Forestry Camp 3222 DOC Whitfield Road White City, Florida 32465 (850) 827-4000 Fax: (850) 827-2986</p> | <p>Liberty Work Camp 11064 NW Dempsey Barron Road Bristol, Florida 32321-0711 (850) 643-9542 Fax: (850) 643-9562</p> |
| <p>Okaloosa Work Camp 3189 Little Silver Road Crestview, Florida 32539-6708 (850) 682-0931 Fax: (850) 682-4578</p> | <p>Wakulla Work Camp 110 Melaleuca Drive Crawfordville, Florida 32327-4963 (850) 413-9663 Fax: (850) 421-1261</p> |
| <p align="center">Walton Work Camp 301 World War II Veterans Lane DeFuniak Springs, Florida 32433-1838 (850) 951-1355 Fax: (850) 951-1766</p> | |

| Region II | |
|---|---|
| <p>Baker Work Camp P.O. Box 500 US 90 E. Sanderson, Florida 32087-0500 (386) 719-4670</p> | <p>Baker Re-Entry Center 17128 U.S. Highway 90 W Sanderson, Florida 32087 (386) 719-4670 Fax: (386) 758-5759</p> |
| <p>Cross City Work Camp 568 N.E. 255th Street Cross City, Florida 32628 (352) 498-4330 Fax: (352) 498-4338</p> | <p>Columbia Work Camp 216 SE Corrections Way Lake City, FL 32025-0000 (386) 754-7668 Fax: (386) 719-2770</p> |
| <p>Gainesville Work Camp 1000 NE 55th Blvd. State Road 26 East Gainesville, Florida 32641-6067 (352) 955-2045 Fax: (352) 955-3119</p> | <p>Hamilton Work Camp 10650 SW 46th Street Jasper, Florida 32052-0000 (904) 792-5409 Fax: (386) 904-5159</p> |
| <p>Lancaster Work Camp 3449 SW SR 26 Trenton, Florida 32693-5641 (352) 463-4100 Fax: (352) 463-3476</p> | <p>Madison Work Camp Post Office Box 692 382 SW MCI Way Madison, Florida 32340-4430 (850) 973-5302 Fax: (850) 973-5358</p> |
| <p>New River Work Camp 13600 NE 258th Court Raiford, Florida 32083 (386) 431-4450</p> | <p>RMC Work Camp P.O. Box 628 Lake Butler, Florida 32054 (386) 496-4050 Fax: (386) 496-4060</p> |
| <p>Suwannee Work Camp 5964 U.S. Highway 90 Live Oak, Florida 32060 (386) 963-6100 Fax: (386) 963-6103</p> | <p>Taylor Work Camp 8501 Hampton Springs Road Perry, Florida 32348-0000 (850) 223-4501 Fax: (850) 838-4024</p> |
| <p>Tomoka Work Camp 3950 Tiger Bay Road Daytona Beach, Florida 32124-1098 (321) 323-1220 Fax: (321) 323-1006</p> | |

| Region III | |
|---|--|
| <p>Avon Park Work Camp Post Office Box 1100 County Road 64 East Avon Park, Florida 33826-1100 (863) 453-3174 Fax: (863) 453-1511</p> | <p>Hardee Work Camp 6899 State Road 62 Bowling Green, Florida 33834-9505 (863) 773-2441 Fax: (863) 773-0160</p> |

| | |
|--|--|
| <p>DeSoto Work Camp Highway 70 East Arcadia, Florida, 34266 (863) 494-3727 Fax: (863) 494-1740</p> | <p>Lowell Work Camp 11120 NW Gainesville Road Ocala, Florida 34482 (352) 401-5301 Fax: (352) 401-5331</p> |
| <p>Largo Road Prison 5201 Ulmerton Road Clearwater, Florida 33760-4006 (727) 570-5135 Fax: (727) 588-4920</p> | <p>Marion Work Camp Post Office Box 158 3269 NW 105th Street Lowell, Florida 32663-0158 (352) 401-6865</p> |
| <p>Polk Work Camp 10800 Evans Road Polk City, Florida 33868-6925 (863) 984-2273 Fax: (863) 984-1761</p> | <p>Sumter Work Camp Post Office Box 1807 9544 County Road 476B Bushnell, Florida 33513-0667 (352) 569-6114 Fax: (352) 793-6845</p> |

| Region IV | |
|--|--|
| <p>Everglades Re-Entry Center 1601 SW 187th Ave Miami, Florida 33194 (305) 480-4400 Fax: (305) 222-4141</p> | <p>Ft. Myers Work Camp P.O. Box 051107 12551 Wainwright Drive Immokalee, Florida 34142-9628 (239) 332-6915 Fax: (239) 332-6992</p> |
| <p>Loxahatchee Road Prison 230 Sunshine Road West Palm Beach, Florida 33411-3616 (561) 791-4760 Fax: (561) 791-4763</p> | <p>Sago Palm Re-Entry Center 500 Bay Bottom Road Pahokee, Florida 33476 (561) 924-4320 Fax: (561) 924-4303</p> |
| <p>Martin Work Camp 1150 SW Allapattah Road Indiantown, Florida 34956-4310 (772) 597-3705 Fax: (772) 597-4238</p> | |

COMMUNITY (WORK) RELEASE CENTERS (CRCs) - VP Vending Only

| Region I | |
|---|---|
| <p>Panama City CRC 3609 Highway 390 Panama City, Florida 32405-2795 (850) 872-4178 Fax: (850) 747-5739</p> | <p>Pensacola CRC 3050 North L. Street Pensacola, Florida 32501-1010 (850) 595-8920 Fax: (850) 595-8919</p> |

Tallahassee CRC

Physical Address: 2616A Springhill Road

Delivery Address: 2628 Springhill Road

Tallahassee, Florida 32310-6730

(850) 488-2478

Fax: (850) 922-6240

Region III

Kissimmee CRC

2925 Michigan Avenue
Kissimmee, Florida 34744-1200
(407) 846-5210
Fax: (407) 846-5368

Orlando CRC

7300 Laurel Hill Road
Orlando, Florida 32818-5278
(407) 578-3510
Fax: (407) 578-3509

St. Petersburg CRC

4237 8th Avenue, South
St. Petersburg, Florida 33711-2000
(727) 893-2289
Fax: (727) 893-1182

Region IV

Atlantic CRC

263 Fairgrounds Road
West Palm Beach, Florida 33411-3639
(561) 791-4187
Fax: (561) 791-4749
Satellite Fed by Loxahatchee Road Prison

Ft. Pierce CRC

1203 Bell Avenue
Ft. Pierce, Florida 34982-6544
(772) 468-3929
Fax: (772) 467-3140

Hollywood CRC

P.O. Box 8759
8501 W. Cypress Dr.
Pembroke Pines, Florida 33025-4542
(954) 985-4720
Fax: (954) 967-1251

Miami North CRC

7090 Northwest 41st Street
Miami, Florida 33166-6817
(305) 470-5580
Fax (305) 470-5584

Opa Locka CRC

5400 Northwest 135th Street
Opa Locka, Florida 33054-4310
(305) 827-4057
Fax: (305) 364-3188

West Palm Beach CRC

261 West Fairgrounds Road
West Palm Beach, Florida 33411-3639
(561) 791-4750
Fax: (561) 791-4018

**ATTACHMENT II – NON-DISCLOSURE AGREEMENT FOR RESTRICTED INFORMATION
FDC ITN-19-016**

In connection with FDC ITN-19-016, entitled “Statewide Canteen Operations, Visiting Park Vending, and Ancillary Services” the Florida Department of Corrections (“FDC”) is disclosing to your company business information, procedures, technical information and/or ideas identified as “Restricted.”

In consideration of any disclosure and any Restricted information provided by FDC concerning FDC ITN-19-016, you agree as follows:

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

Acknowledged and agreed on _____, 20__

By: _____
(Signature)

Name: _____

Company Name: _____

Title: _____

**ATTACHMENT III – PRICE INFORMATION SHEET
FDC ITN-19-016**

The Vendor shall enter a Monthly Commission Rate for providing statewide Canteen operations, VP Vending and Ancillary Services, for the Initial Term and Renewal Term, in the tables below. The Monthly Commission Rate must be inclusive of all service sought herein and will be paid to the Department in addition to the estimated operating costs noted in Section 2.8 of the ITN. Applicable sales and other taxes paid by the Customer shall not be included in the commission rates below.

| INITIAL TERM (Five Year Period) | |
|---|---------|
| Monthly Commission Rate (Percentage of Sales, Minus Taxes) | _____ % |

| RENEWAL TERM (Up to Five Renewal Years) | |
|---|---------|
| Monthly Commission Rate (Percentage of Sales, Minus Taxes) | _____ % |

VENDOR NAME

PRINTED NAME OF AUTHORIZED REPRESENTATIVE

FEIN

SIGNATURE OF AUTHORIZED REPRESENTATIVE

DATE

ATTACHMENT IV– SECURITY REQUIREMENTS FOR CONTRACTORS
FDC ITN-19-016

- 1) Per Section 944.47, Florida Statutes (F.S.) it is unlawful to introduce into or upon the grounds of any state Correctional Institution, or to take or attempt to take or send or attempt to send any of the following items, which are considered contraband, unless authorized by the officer-in-charge of the Correctional Institution.
 - a) Any written or recorded communication to any Inmate of any state Correctional Institution
 - b) Any currency or coin given or transmitted, or intended to be given or transmitted to any Inmate of any state Correctional Institution
 - c) Any article of food or clothing given or transmitted, or intended to be given or transmitted, to any Inmate of any state Correctional Institution
 - d) Any intoxicating beverage or beverage which causes, or may cause, an intoxicating effect.
 - e) Any controlled substance or any prescription or nonprescription drug having a hypnotic, stimulating, or depressing effect.
 - f) Any firearm or weapon of any kind or any explosive substance, including any weapons left in vehicles on the grounds of a State Correctional Institution

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

- 2) Do not leave keys in the ignition of motor vehicles. All vehicles must be locked and windows rolled up when parked on state property. Wheel locking devices may also be required.
- 3) All keys must be kept in pockets at all times.
- 4) Confirm with the Institutional Warden where construction vehicles should be parked.
- 5) Obtain formal identification (driver's license or non-driver's license identification obtained from the Florida Department of Highway Safety and Motor Vehicles or equivalent agency in another state), that must be presented each time Contractor staff enter or depart the Institution and as requested by Department staff.
- 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 Institution's Officer-in-Charge (OIC).
- 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 the Department's security staff. The Contractor must maintain two copies of the correct inventory with each tool box, one copy will be used and retained by the Department's security staff, who will search and ensure a proper inventory of tools each time the tool box is brought into the Institution, the other copy will remain with the tool box at all times. Tools should be kept to a minimum (only those tools necessary to complete the job). All lost tools must be reported to the Institution's Chief of Security

(Colonel or Major) immediately. No Inmate will be allowed to leave the area until the lost tool is recovered.

- 9) Approval must be obtained from the Institution's Chief of Security prior to bringing any powder-activated tools into the Institution. Strict accountability of all powder loads and spent cartridges must be maintained at all times.
- 10) All persons and deliveries to be on Department property will enter and exit by only one designated route, to be determined by the Department, and subject to security checks at any time. As the security check of vehicles is an intensive and time consuming (10-15 minutes) process, the Contractor should minimize the number of deliveries.
- 11) Establish materials storage and working areas with the Institution's Warden and/or Chief of Security.
- 12) Control end-of-day construction materials and debris. Construction materials and debris can be used by Inmates as weapons or as a means of escape. Construction material will be stored in locations agreed to by Department security staff and debris will be removed or moved to a designated location. Contractor should arrange for the Department's security staff to inspect the project area before construction personnel leave. This will aid the Contractor in assuring that necessary security measures are taken.
- 13) Coordinate with the Institution's Warden and Chief of Security regarding any shutdown of existing systems (gas, water, electricity, electronics, sewage, etc.). Institutional approval is required prior to shutting down any existing utility system. The Contractor should arrange for alternative service, if required, and expeditious re-establishment of the shutdown system.
- 14) All Contractor staff and equipment will maintain a minimum distance of 100 feet from all perimeter fencing, unless expressly authorized by the Institution's Warden.
- 15) For security purposes, a background check will be made upon all Contractor staff that provide services on the project.

The Department, represented by the Institution's Warden, reserves the right to reject any person whom it determines may be a threat to the security of the Institution.

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**ATTACHMENT V – PRE-APPROVED NETWORK HARDWARE
FDC ITN-19-016**

| Switch type | Manufacturer Part # |
|---|----------------------------|
| Standard 8 port edge switch 1G port (needs PS below) | J9777A |
| Power shelf for above | J9820A |
| Standard 24 port edge switch 1G port | J9776A |
| Standard 48 port edge switch 1G port | J9775A |
| Standard 8 port POE Edge switch 1G port (PS internal) | JL070A |
| Standard 24 port POE Edge switch 1G port | J9773A |
| Standard 48 port POE Edge switch 1G port | J9772A |
| Advanced (L3) 24 port edge switch 1G port | JL253A |
| Advanced (L3) 48 port edge switch 1G port | JL254A |
| Advanced (L3) 8 port POE edge switch 1G port (PS below) | JL258A |
| Power shelf for above | JL312A |
| Advanced (L3) 24 port POE Edge switch 1G port | JL361A |
| Advanced (L3) 48 port POE Edge switch 1G port | JL262A |
| Advanced (L3) 24 port Fiber aggregation switch | JL319A |
| Module for above | JL083A |
| Core switch Bundle (Must purchase options below) | JL003A |
| INCLUDED: Aruba 24p 1000BASE-T PoE+ v3 z12 Mod | J9986A |
| INCLUDED: Aruba 20p PoE+ / 4p SFP+ v3 z12 Mod | J9990A |
| Core Switch Bare Chasis (Must purchase options below) | J9821A |
| Aruba 5400R 700W PoE+ z12 PSU | J9828A |
| Aruba 5400R 1100W PoE+ z12 PSU | J9829A |
| Aruba 5400R 2750W PoE+ z12 PSU | J9830B |
| Aruba 24p 1000BASE-T v3 z12 Mod | J9987A |
| Aruba 24p 1000BASE-T PoE+ v3 z12 Mod | J9986A |
| Aruba 12p PoE+ / 12p 1GbE SFP v3 z12 Mod | J9989A |
| Aruba 24p 1GbE SFP v3 z12 Mod | J9988A |
| Air Wave License for switches | JW546AAE |
| Support for AirWave 1Y FC 24x7 Airwave 1 Dev E-LTU SVC | H2YV3E |
| 2930F - Aruba 10G SFP+ LC SR 300m MMF Transceiver | J9150D |
| 2930F - Aruba 10G SFP+ LC LR 10km SMF Transceiver | J9151D |
| 2930F - Aruba 10G SFP+ LC ER 40km SMF Transceiver | J9153D |
| 5406R - Aruba 10G SFP+ LC LRM 220m MMF Transceiver | J9152D |
| Aruba 1G SFP RJ45 T 100m Cat5e Transceiver | J8177D |
| Aruba 1G SFP LC SX 500m MMF Transceiver | J4858D |
| Aruba 1G SFP LC LX 10km SMF Transceiver | J4859D |
| Aruba 1G SFP LC LH 70km SMF Transceiver | J4860D |
| Aruba 100M SFP LC FX 2km MMF Transceiver | J9054D |

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**ATTACHMENT VI – REPLY BOND FORM
FDC ITN-19-016**

REPLY BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned [Insert name of Principal] as Principal and [Insert name of Surety] as Sureties, are hereby held and firmly bound unto Florida Department of Corrections, 501 South Calhoun Street, Tallahassee, FL 32399-2500 as Obligee in the penal sum of the dollar amount [Insert Dollar Amount of the Bond here] provided for in the [Insert specific ID# and Title of Solicitation], to which the Principal has submitted a Reply to the Obligee on [Insert Date of Receipt of Submission].

For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this [Insert Day] day of [Insert Month], [Insert Year].

[Insert name of Principal]

By:

[Insert name of Authorized Representative of Principal]

[Insert Title of Authorized Representative of Principal]

[Insert name of Surety]

By:

[Insert name of Authorized Representative of Surety]

[Insert Title of Authorized Representative of Surety]

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above-named Principal has submitted a Reply for [Insert specific ID# and Title of Solicitation]. Now, therefore, if the Reply submitted by the Principal is withdrawn by the Principal within five (5) calendar days of the Obligee's receipt of the Reply then this obligation shall be null and void, otherwise to remain in full force and effect; if the Obligee accepts the bid of the Principal and the Principal within ten calendar days after the awarding of the contract enters into a proper contract in accordance with the Principal's Reply, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of the said contract or in or to the plans or specifications therefor shall in any wise affect the obligations of said surety on its bond.

**ATTACHMENT VII – PASS/FAIL REQUIREMENT CERTIFICATION
AND NON-COLLUSION CERTIFICATION
FDC ITN-19-016**

1. Business/Corporate Experience

This is to certify that the Vendor has at least three (3) years within the last five (5) years, of business/corporate experience in providing canteen/commissary services in a criminal justice setting. To ensure the Vendor is qualified to serve Inmate populations, the Vendor(s), whether responding independently, as a partnership, as a joint venture, or with a response that proposes utilization of subcontractor(s), must collectively have at least three (3) years of business/corporate experience, within the last five (5) years, providing these services (preferably with a criminal justice population), as described in this ITN, to a total population of at least 10,000 clients, or experience of a similar nature.

2. Prime Vendor

This is to certify that the Successful Vendor will act as the prime Contractor to the Department for all services provided under the Contract.

3. Performance Guarantee/Bond

This is to certify that the Vendor can demonstrate their ability to meet the performance bond requirements. Prior to execution of the Contract, the Vendor will deliver to the Department a performance bond or irrevocable letter of credit in the amount equal to the lesser of \$30,000,000.00 or the average annual price of the Contract (averaged from the initial five (5) year Contract term pricing). The bond or letter of credit will be used to guarantee at least satisfactory performance by Vendor throughout the term of the Contract (including renewal years).

4. Reply Bond

This is to certify that the Vendor will deliver to the Department a Reply bond or check in the amount of \$7,500,000. The check/bond ensures against a Vendor's withdrawal from competition subsequent to their submission of a Reply.

5. Meets Legal Requirements

This is to certify that the Vendor's Reply and all services provided under the Contract will be compliant with all laws, rules and other authority applicable to providing the services including, but not limited to, Florida's Open Government laws (Article I, Section 24, Florida Constitution, Chapter 119, F.S.).

6. Statement of No Inducement:

This is to certify that no attempt has been made or will be made by the Vendor to induce any other person or firm to submit or not to submit a Reply with regards to this ITN. Furthermore, this is to certify that the Reply contained herein is submitted in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other non-competitive Reply.

7. Statement of Non-Disclosure:

This is to certify that neither the price(s) contained in this Reply, nor the approximate amount of this Reply have been disclosed prior to award, directly or indirectly, to any other Vendor or to any competitor.

8. Statement of Non-Collusion:

This is to certify that the prices and amounts in this Reply have been arrived at independently, without consultation, communications, or agreement as to any matter relating to such prices with any other Vendor or with any competitor and not for the purpose of restricting competition.

9. Scrutinized Companies Certification:

The Vendor certifies they are not listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S., and they are not currently engaged in a boycott of Israel. If the resulting Contract exceeds \$1,000,000.00 in total, not including renewal years, the Vendor certifies that they are not listed on either the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Sections 215.473, F.S., and 215.4725, F.S., and further certifies they are not engaged in business operations in Cuba or Syria. Pursuant to Sections 287.135(5), F.S., and 287.135(3), F.S., the Vendor agrees the Department may immediately terminate the resulting Contract for cause if the Vendor is found to have submitted a false certification or if the Vendor is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or has engaged in business operations in Cuba or Syria during the term of the resulting Contract. Any company that submits a bid or proposal for a Contract, or intends to enter into or renew a Contract with an agency or local governmental entity for commodities or services, of any amount, must certify that the company is not participating in a boycott of Israel.

Dated _____ day of _____ 20____.

Name of Organization: _____

Signed by: _____

Print _____

Being duly sworn deposes and says that the information herein is true and sufficiently complete so

Subscribed and sworn _____ day of _____ 20____.

Personally _____ OR Produced _____ Type of Identification _____

Notary Public: _____

My Commission Expires: _____

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**ATTACHMENT VIII – VENDOR’S CONTACT INFORMATION
FDC ITN-19-016**

The Vendor shall identify the contact information for solicitation and contractual purposes via the requested fields of the table below.

| | For solicitation purposes, the Vendor’s representative shall be: | For contractual purposes, should the Vendor be awarded, the Vendor’s representative shall be: |
|------------------------------|---|--|
| Name: | | |
| Title: | | |
| Street Address: | | |
| City, State, Zip code | | |
| Telephone: (Office) | | |
| Telephone: (Cell) | | |
| Fax: (If applicable) | | |
| Email: | | |

Vendor Name

Printed Name of Authorized Representative

FEIN

Signature of Authorized Representative

Date

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**ATTACHMENT IX – CERTIFICATION OF DRUG FREE WORKPLACE PROGRAM
FDC ITN-19-016**

Section 287.087, Florida Statutes (F.S.) 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, F.S., 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) calendar 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.

Vendor Name: _____

Signature of Vendor's Authorized Representative

**ATTACHMENT X - NOTICE OF CONFLICT OF INTEREST
FDC ITN-19-016**

Vendor Name: _____

Solicitation Number: FDC ITN-19-016

For the purpose of participating in this solicitation process and complying with the provisions of Chapter 112, Florida Statutes, the undersigned corporate officer hereby discloses the following information to the Department of Corrections:

1. Identify all corporate officers, directors or agents of the Vendor who are currently employees of the State of Florida or one of its agencies, were employees of the State of Florida or one of its agencies in within the last two years, or are currently a spouse, parent or sibling such of an employee of the State of Florida or one of its agencies:

Note: This does not include positions located at individual FDC Institutions that were filled by previous employees of the Department and were impacted by privatization of health services functions.

2. For all persons identified in section 1 above, please identify if they own an interest of 10% or more in the company/entity named above:

Signature: _____ Date: _____

Name: _____

Title: _____

Organization: _____

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**ATTACHMENT XI – VENDOR’S REFERENCE FORM
FDC ITN-19-016**

In the spaces provided below, the Vendor shall list all names under which it has operated during the past five (5) years.

On the following pages, the Vendor shall provide the information indicated for three (3) separate and verifiable references. The references listed must be for businesses or government agencies for whom the Vendor has provided services of similar scope and size to the services identified in the ITN. The same reference may not be listed for more than one (1) organization and confidential references shall not be included. In the event the Vendor has had a name change since the time work was performed for a listed reference, the name under which the Vendor operated at that time must be provided in the space provided for Vendor’s name.

References that are listed as subcontractors in the response will not be accepted as references under this solicitation. Additionally, references shall pertain to current and ongoing services or those that were completed prior to January 1, 2019. References shall not be given by:

- Persons employed by the Department within the past three (3) years.
- Persons currently or formerly employed or supervised by the Vendor or its affiliates.
- Board members within the Vendor’s organization.
- Relatives of any of the above.

Additionally, the Department reserves the right to contact references other than those identified by the Vendor to obtain additional information regarding past performance.

Vendor's Reference Form

Reference #1

Vendor's Name: _____

Reference's Name: _____

Address: _____

Primary Contact Person: _____ **Alternate Contact Person:** _____

Primary Telephone Number: _____ **Alternate Telephone Number:** _____

Contract Performance Period: _____

Location of Services: _____

Brief description of the services performed for this reference:

Dated _____ day of _____ 20__.

Name of Organization: _____

Signed by: _____

Print _____

Being duly sworn deposes and says that the information herein is true and sufficiently complete so

Subscribed and sworn _____ day of _____ 20__.

Personally _____ OR Produced _____ Type of Identification _____

Notary Public: _____

My Commission Expires: _____

Vendor's Reference Form

Reference #2

Vendor's Name: _____

Reference's Name: _____

Address: _____

Primary Contact Person: _____ **Alternate Contact Person:** _____

Primary Telephone Number: _____ **Alternate Telephone Number:** _____

Contract Performance Period: _____

Location of Services: _____

Brief description of the services performed for this reference:

Dated _____ day of _____ 20____.

Name of Organization: _____

Signed by: _____

Print _____

Being duly sworn deposes and says that the information herein is true and sufficiently complete so

Subscribed and sworn _____ day of _____ 20____.

Personally _____ OR Produced _____ Type of Identification _____

Notary Public: _____

My Commission Expires: _____

Vendor's Reference Form

Reference #3

Vendor's Name: _____

Reference's Name: _____

Address: _____

Primary Contact Person: _____ **Alternate Contact Person:** _____

Primary Telephone Number: _____ **Alternate Telephone Number:** _____

Contract Performance Period: _____

Location of Services: _____

Brief description of the services performed for this reference:

Dated _____ day of _____ 20____.

Name of Organization: _____

Signed by: _____

Print _____

Being duly sworn deposes and says that the information herein is true and sufficiently complete so

Subscribed and sworn _____ day of _____ 20____.

Personally _____ OR Produced _____ Type of Identification _____

Notary Public: _____

My Commission Expires: _____

