



FLORIDA DEPARTMENT OF CORRECTIONS

Bureau of Procurement

INVITATION TO BID (ITB)

FOR

PERSONAL BODY ALARM (PBA) SYSTEM STATEWIDE

FDC ITB-18-021

RELEASED ON

September 6, 2017

By the:

Florida Department of Corrections

Bureau of Procurement

501 S. Calhoun Street

Tallahassee, FL 32399-2500

(850) 717-3700

**Refer ALL Inquiries to
Procurement Officer:**

Nicole Branch

purchasing@fdc.myflorida.com

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TIMELINE
FDC ITB-18-021

EVENT	DATE/TIME	LOCATION
Release of ITB	September 6, 2017	Vendor Bid System: http://vbs.dms.state.fl.us/vbs/main_menu
Last day for written inquires and <u>requests for approved equivalents</u> to be received by the Department	September 19, 2017 by 5:00 p.m., Eastern Time	Submit to: Florida Department of Corrections Nicole Branch, Procurement Officer Email: purchasing@fdc.myflorida.com
Anticipated Posting of written responses to written inquires	October 17, 2017	Vendor Bid System: http://vbs.dms.state.fl.us/vbs/main_menu
Sealed Bids Due and Opened	October 31, 2017 at 2:00 p.m., Eastern Time	Submit to: Florida Department of Corrections Nicole Branch, Procurement Officer 501 South Calhoun Street Tallahassee, Florida 32399-2500
Anticipated Posting of Recommended Award	November 28, 2017	Vendor Bid System: http://vbs.dms.state.fl.us/vbs/main_menu

SECTION 1.0 INTRODUCTORY MATERIALS

1.1 Statement of Purpose

The purpose of this Invitation to Bid (ITB) is to secure competitive Bids, from qualified, responsive, and responsible Bidders to provide complete Personal Body Alarm (PBA) Systems, as specified by the Florida Department of Corrections (Department), to various institutions throughout the State of Florida. In addition to complete systems, some portion thereof may also be purchased off any resulting Contract at the same rates herein. The successful Bidder shall furnish the products specified, or a Department approved equivalent. Requests for approved equivalents must be submitted in writing to purchasing@fdc.myflorida.com prior to the deadline for questions included in the Timeline. The Department is issuing this solicitation to establish a new resultant Agency Term Contract (ATC).

1.2 Contract Term and Renewal

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

1.3 Conflicts and Order(s) of Precedence

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

- a) Addenda, in reverse order of issuance
- b) Invitation to Bid, including attachments
- c) General Contract Conditions (Form PUR 1000) (Section 5.1)
- d) General Instructions to Respondents (Form PUR 1001) (Section 4.1)

1.4 Definitions

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

1. **Agency Term Contract:** A written agreement between the Department and awarded Bidder that is mandatory for use by the entire Department and will be used to issue purchase orders from, when the need for goods, as stated herein, are required by the Agency.
2. **Bid:** A Bidder's response to this ITB, which the Bidder shall submit on approved forms.
3. **Breach of Contract:** A failure of the Vendor(s) to perform services, or provide commodities, in accordance with the terms and conditions of the resultant Contract.

4. **Contract:** The agreement which results from this ITB, between the awarded Bidder and the Department.
5. **Contractor:** The organization or individual providing services to the Department, in accordance with the terms of the resultant Contract.
6. **Department:** The Florida Department of Corrections (FDC).
7. **Deliverables:** Those services, items and/or materials provided, prepared and delivered to the Department, in the course of performance of the Contract. Deliverables shall be more specifically described in definable, and verifiable detail in Attachment I, Price Page.
8. **Mandatory Responsiveness Requirements:** Terms, conditions, and requirements that must be met by the Bidder to be considered responsive to this solicitation. Failure to meet these responsiveness requirements will cause rejection of a Bid. Any Bid rejected for failure to meet mandatory responsiveness requirements will not be reviewed further.
9. **Material Deviation(s):** The Department has established certain requirements with respect to Bids submitted. The use of shall, must, or will (except to indicate the future) in this ITB indicates a requirement, or condition, which may not be waived by the Department, except where the deviation is not material. A deviation is material if, in the Department's sole discretion, the deficient response is not in substantial accord with the ITB's requirements, provides an advantage to one Bidder over other Bidders, has a potentially significant effect on the quantity or quality of items bid, or on the cost to the Department. Material deviations cannot be waived, and shall be the basis for determining a Bid non-responsive.
10. **Minor Irregularity:** A variation from the ITB terms and conditions, not affecting the price, not giving the Bidder an advantage or benefit not enjoyed by other Bidders; does not adversely impact the interests of the Department. A minor irregularity will not result in a rejection of a Bid.
11. **PCard:** Refers to the State of Florida's purchasing card program, using the Visa platform.
12. **Responsible Bidder:** A Bidder who has the capability to fully perform all aspects of the resultant Contract requirements, and the integrity and reliability that will assure good faith performance.
13. **Responsive Bid:** A Bid, submitted by a responsible Bidder, which conforms to all material aspects of the solicitation.
14. **Specifications:** The detailed conditions of the Contract, detailed technical specifications, and other descriptions of the work, as set forth in the Contract documents.
15. **Subcontract:** An agreement between the Vendor and any other person, or organization, wherein that person or organization agrees to perform any

requirement(s) for the Vendor, specifically related to securing, or fulfilling, the Vendor's obligations to the Department, under the terms of the resultant Contract.

16. **Vendor or Bidder:** A legally qualified corporation, partnership, person, or other entity, submitting a Bid to the Department, in response to this ITB.
17. **Alarm Condition:** Intentional activation of the PBA Transmitter (Transmitter: See 2.21).
18. **Body Alarm Transmitter:** (Transmitter: See 2.21)

1.5 Specifications

The intent of these specifications is to describe the equipment and functional requirements of a PBA System that shall operate as an Officer (Man) Down System or Officer Duress system. This specification does not allow for the reuse of any existing PBA components. The PBA system shall function as a complete system to accurately calculate the transmitter position and identity. The system shall be described as a Personal Safety System consisting of a network of transmitters, receivers, repeaters, and redundant computer(s), including proprietary software designed to provide users with a means of alerting security personnel when faced with an emergency situation. The PBA system shall utilize mesh or equivalent multi-hop networking and shall utilize a completely wireless communication backbone. The successful Bidder shall furnish a fully functional system including all hardware, communications infrastructure, software and training.

The successful Bidder shall furnish the products specified, or Department-approved equivalent. Requests for approved equivalents must be submitted in writing to purchasing@fdc.myflorida.com prior to the deadline for questions included on Timeline.

1.6 Deliverables

The following service tasks are identified as deliverables for the purposes of any resulting Contract:

- a. Upon substantial completion of the system installation, the Bidder shall perform Final Customer Acceptance and Certification Test(s), to ensure the Department's satisfaction with all services provided.
- b. For each new system site, an itemized list of materials shall be provided to the Department within seven (7) days after the site visit.
- c. Shop drawings for each new system site shall be submitted within 14 days after receipt of Purchase Order.

1.7 Performance Measures and Financial Consequences

The Department desires to contract with a Bidder who clearly demonstrates its willingness to be held accountable for the achievement of certain performance measures in successfully delivering services under any Contract resulting from this

ITB. Therefore, the Department has developed the following Performance Measures which shall be used to measure the Bidder's performance and delivery of services.

The Bidder shall comply with all Contract terms and conditions upon Contract execution, and the Department will monitor this compliance upon implementation of services to ensure that Contract requirements are being met. The Bidder will be responsible for ensuring that all subcontractors who provide services adhere to all terms and conditions of the Contract executed as a result of this ITB.

Listed below are the key Performance Outcomes, Measures, and Standards deemed most crucial to the success of the overall desired service delivery. The Bidder shall ensure that the stated performance outcomes and standards (level of achievement) are met.

The Bidder 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 Bidder's Representative of all financial consequences assessed, accompanied by detail sufficient for justification of assessment. Within 10 days of receipt of a written notice of demand for consequences due, the Vendor shall forward payment to the Department. Payment shall be for the appropriate amount, be made payable to the Department, and be in the form of a cashier's check or money order. As an alternative, the Vendor may issue a credit, for the amount of the financial consequences due, on the next monthly invoice following imposition of consequences; documentation of the amount of consequences imposed shall be included with the invoice.

1.7.1 Performance Measure #1 – Itemized List of Materials

Expectation: For each new system site, an itemized list of materials shall be provided to the Department within seven (7) days after the site visit.

Measure Duration: Per New System Site Project

Financial Consequences: If the Bidder fails to meet this Performance Measure, the Department will impose financial consequences in the amount of \$20.00 per day, after the seventh (7th) day post site visit.

1.7.2 Performance Measure #2 – Shop Drawings

Expectation: Shop drawings for each new system site shall be submitted within 14 days after receipt of Purchase Order.

Measure Duration: Per New System Site Project

Financial Consequences: If the Bidder fails to meet this Performance Measure, the Department will impose financial consequences in the amount of \$50.00 per day, after the 14th day post receipt of Purchase Order.

The performance expectation must be met for each measure for the duration/frequency specified. The Bidder shall advise the Department, in writing, of

any extenuating or mitigating circumstances that will prohibit them from meeting the above-outlined performance measure standards.

By execution of any Contract resulting from this ITB, the Vendor hereby acknowledges and agrees that its performance under the resulting Contract shall meet the standards set forth above. Any failure by the Bidder to achieve the Performance Measures identified above will result in assessment of the identified Financial Consequences. Any such assessment and/or subsequent payment thereof shall not affect the Bidder's obligation to provide services as required by this ITB.

1.8 Qualifications

1.8.1 The PBA system described in this ITB shall be provided by one manufacturer or authorized distributor and all equipment shall be certified by this source as a fully compatible system.

1.8.2 The system shall consist of readily available parts and equipment with a minimum 10-year parts and repair availability. A Manufacturer's Affidavit certifying parts and repair availability for this term shall be submitted to the Department as part of the Bidder's Bid.

1.8.3 The PBA equipment provided shall feature self-healing networking configuration/topology that prevents a single point of failure from disrupting proper operation of the entire system.

1.8.4 The PBA equipment provided under any resulting Contract shall be equipment that has been successfully provided, utilized and tested in a detention environment for at least five years.

1.8.5 The PBA equipment shall be designed for, and in compliance with, all applicable FCC rules and regulations.

1.8.6 The Bidder shall be certified by the manufacturer for this type of equipment and for this type of installation. Certification in the form of a letter from the manufacturer shall be submitted to the Department as part of the Bidder's Bid.

1.8.7 The PBA System components shall be built in a modular construction for ease of expansion and servicing. System components shall consist of/feature: replaceable panels, modules, or circuit boards to accommodate quick functional changes when required. All Repeaters and receivers shall be housed in tamperproof enclosures. All units shall be of a solid state design. Repeaters and receivers shall incorporate anti-jamming technology.

1.8.8 The Bidder, or any subcontractor, shall be licensed in the State of Florida under Chapter 489, Part II, F.S. and certification shall be provided, upon request.

1.8.9 Upon issuance of a Purchase Order, the Bidder shall submit three sets of submittals for each location, before installation begins. The submittals shall include site drawings that have been reviewed and certified by the manufacturer of the supplied equipment showing all zones, the layout of all components required for the complete system, cut sheets, and installation manuals for components used.

Submittals shall be delivered to the Division of Facilities Management and Building Construction, 501 South Calhoun Street, Tallahassee, FL 32399 c/o John McClelland, within 14 days of receipt of Purchase Order.

1.9 Estimated Quantities

Estimated annual quantities are listed on Attachment I, Price Page. The quantities listed herein are estimates, given only as a guideline for preparing a Bid, and should not be construed as representing actual quantities to be purchased under any resulting Contract.

1.10 Substitutions

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

In the event the product specified can no longer be provided for reasons beyond the Bidder's control (i.e. product discontinuance), the Bidder shall provide an alternate product request to the Department's Contract Administrator. The substituted product must meet (or exceed) all terms, conditions, and specifications applicable to the originally specified product. A product sample for review may be required by the Department prior to acceptance.

1.11 Minimum Order

There will be no minimum order requirement.

1.12 Damaged Goods

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

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

SECTION 2.0 TECHNICAL SPECIFICATIONS

2.1 Overall System Requirements

The entire PBA system described in this section shall be provided by one manufacturer or supplier and all equipment shall be certified by this source as a fully compatible

system. The Head-end PC (Central Console) shall be based on Windows 10 Professional and shall include a 24" flat-panel LED monitor with speakers and all software & hardware necessary for a complete system. The Central Console shall have a built-in DVD+/-RW. The Central Console shall also be equipped with a suitable uninterruptable power supply (UPS) battery backup. The monitoring software shall be able to be locked so that a password shall be required to exit the program and return to Windows mode. The Central Console shall be "cleaned" of any software not expressly required to perform as a PBA system. This includes any video games, video media players, or explorer toolbars that could inadvertently affect the operation of the Central Console as a security system. The system is intended to be a standalone system and shall not require FDOC LAN or Network access to operate. The system shall be installed in accordance with manufacturer's installation guides.

- 2.1.1** The system shall be activated by use of belt-clip attached transmitters worn by all staff while on duty within the secure perimeter and in designated buildings outside the secure perimeter. Upon any alarm condition, the Central Console shall display both the specific location of the alarm condition, and the transmitter ID on a facility map overlay. The System shall be capable of locating and recording alarm events in real time. The graphic display shall change both visual and audible state upon alarm, acknowledgement, active state, and accessed state. The facility map shall be software-based and be easily re-configurable to reflect updated facility site boundaries, layouts, or modifications.
- 2.1.2** System event logging shall be an inherent function of the Central Console. The Central Console shall be equipped with a mechanism for the automated exporting of logged data in Microsoft Word, Excel or .PDF format to operator provided media at time intervals specified by the facility staff. All events logged shall include time, date, zone, device, and operator log information. Log files shall be protected against accidental or intentional deletion. Annunciation of an alarm event at the Central Console, both visual and audible, shall occur within no more than three seconds from the initiation of said Body Alarm Transmitter in the field.
- 2.1.3** The system shall consist of a network of transmitters, repeaters, receiver(s) and (a) redundant computer(s) including software designed to provide users with a means of alerting security personnel when faced with an emergency situation. Primary communication paths between Repeaters and Receivers shall be entirely wireless.
- 2.1.4** The system shall be capable of routine software configuration updates by facility staff. Vendor supplied training shall include procedures such as updating map configuration, transmitter enrollment, and other configuration parameters. System configuration shall be accessible without special tools, proprietary software or direct access by the manufacturer or contractor.
- 2.1.5** The system shall be capable of providing rescue personnel a prompt, consistent and accurate location of alarm signals in buildings of varying square footage on large, distributed correctional facilities. The system, when installed, shall be able to detect alarm events through multiple reinforced walls, indoors and outdoors

areas, such as between buildings, and recreational areas. In addition, other buildings outside the fenced perimeter may require monitoring capability as well.

- 2.1.6 Each building or region of monitoring shall be furnished with sufficient repeaters to accurately detect an alarm event (transmitter activation) consistently. The Contractor shall perform adequate testing, prior to acceptance testing, to ensure the detection component of the system is fully operational with no lapses in accuracy or coverage areas.
- 2.1.7 The system shall be capable of integration into a central control system primarily through a TCP/IP Ethernet network connection. In addition, the system shall be capable of providing alarm relay contact outputs and/or an RS-232 output, depending on the requirements of the alarm monitoring system.

2.2 Minimum System Performance Requirements

2.2.1 Transmitters

The PBA system alert shall be initiated by the use of hand-held miniature 900 Mhz, frequency-hopping, spread spectrum radio transmitters. The transmitters shall be furnished with a rugged, indestructible belt clip to facilitate attaching to belt or waistband. Each transmitter shall be uniquely identifiable through an embedded electronic serial number. The transmitter buttons shall either be recessed into the transmitter housing or surrounded by a raised shroud and designed in such a way to prevent accidental activation without impeding the wearer's immediate access. The transmitter shall be durable and equipped with customer replaceable lithium battery. The transmitters shall be capable of reporting low battery levels to the Central Console.

2.2.2 Repeaters

The PBA system shall be furnished with sufficient repeaters to assure reception redundancy. Repeaters shall be spaced close enough to assure activation of two or more repeaters on any alarm or test transmission within the protected area. Placement shall be in accordance with Manufacturer's installation guidelines. All equipment, shall be equipped with internal battery backup features, shall be self-monitoring, and be capable of reporting all battery condition issues to the Central Console.

2.2.3 Receivers

Receiver(s) shall function as a gateway interface between the Central Console and the repeaters installed in the field. All equipment shall be equipped with internal battery backup features, shall be self-monitoring, and be capable of reporting all battery condition issues to the Central Console.

2.2.4 Central Console

The PBA system shall be furnished with a Head-End Computer (Central Console) capable of adequately supporting all necessary hardware to function as a complete PBA system.

2.2.5 Overlap of Coverage

The Contractor shall ensure that all dead spots within building structures are eliminated. All Repeaters shall be placed optimally to ensure complete overlap of coverage.

2.2.6 System Internally Generated Alarms (False Alarms)

The PBA system shall be inherently resistant to false alarms. All alarm events shall be recorded continuously on the Central Console's hard drive.

2.2.7 Environmental Alarm (Nuisance Alarms)

The PBA system shall be hardened to prevent potential nuisance alarms. Inadvertent alarm triggers shall be prevented through the inherent design of the transmitter. Low battery conditions shall not be a source of nuisance alarms. Battery status monitoring and reporting shall be inherent to the system. The PBA system shall not inadvertently detect spurious transmissions, and shall be resistant to spoofing and jamming.

2.3 Accessories

2.3.1 Test Equipment

The successful Bidder shall furnish a complete set of all specialized configuration tools that are uniquely required to service the PBA system. This does not include common hand tools such as screwdrivers, wrenches, pliers, and multi-meters. These tools shall include, but not be limited to diagnostic software, hardware interfaces, cables, testers, and any other tools specifically required to service to the PBA system.

2.3.2 Supervision

All equipment installed in the field shall be furnished with the capability to report a failure of one or more of the repeaters or receivers. Repeaters shall be equipped with tamper switches.

2.3.3 Mechanical Characteristics

All exposed equipment shall be installed in protected enclosures, resistant to tampering either by means of a hasp for a padlock, or through the use of tamper-resistant fasteners. All antennas shall be placed in concealed areas or protected with vandal-resistant enclosures. All outdoor or exterior mounted equipment shall be installed in outdoor rated tamper resistant enclosures.

2.4 Maintenance and Accessibility

All major, replaceable, electronic components shall be accessible for maintenance, adjustment, and operational checks, without major disassembly of the unit in the field.

At a minimum, the successful Bidder's field test and system function test shall include:

- a) Interior Test: Test extents of all buildings to ensure complete coverage. The system shall be capable of detecting an alarm signals consistently in all areas of all buildings.
- b) Exterior Test: Test areas immediately adjacent to buildings to ensure accurate locations are reported without bleed-over to other buildings.

2.5 Project Conditions

The system shall meet all requirements at the following ambient temperatures and humidity:

Actual site conditions

Maximum ambient temperature: 110 degrees F. (For outdoor equipment.)

Maximum ambient temperature: 105 degrees F. (For indoor equipment.)

Minimum ambient temperature: 0 degrees F.

Relative humidity: 0 percent to 90 percent.

2.6 Additional Equipment

The successful Bidder shall provide all of the interconnect wiring, as specified by the manufacturer of the equipment.

The Bidder shall provide lightning protection for all cables entering or leaving buildings and on AC power connections, data ports and other devices, as recommended by the manufacturer to assure resistance to natural or mechanically induced surges.

The Bidder shall supply UPS devices properly sized to maintain uninterrupted power for the Central Console and power supplies for a minimum of 15 minutes. UPS capability shall be sufficient to maintain complete system operation during brief power failures and/or until emergency generator can transfer power. Central Console UPS system shall be capable and configured to shut down the work station in an orderly manner in the event of a generator failure.

The Bidder shall provide spare parts equal to 10 percent (%) of the parts or two of each part, whichever is greater (excluding PC and Software) upon system completion and acceptance by the Department.

2.7 Installation

2.7.1 Once a site is determined to require a new system, the Bidder shall initiate a site visit/site survey. The Department will furnish site maps and building layouts at that time. The Bidder shall then render an itemized list of materials within seven (7) days, after which time the Purchase Order shall be generated.

2.7.2 Shop drawings shall be submitted within 14 days of receipt of Purchase Order. Installation should be complete within 14 days of the Department's acceptance and approval of the shop drawings. These drawings must meet the requirements of this ITB and any resulting Contract. All equipment shall be installed in accordance with the manufacturer's written instructions.

- 2.7.3** The equipment shall be installed with consideration to site conditions. The Bidder shall ensure that equipment is installed properly and devices are added to meet acceptable levels of coverage. The Bidder shall determine the necessary placement for all repeaters and other supporting equipment to ensure accurate detection and location upon alarm. The Department shall be responsible for furnishing and installing necessary power circuits. The Bidder shall be responsible for installing power supplies, interconnects between power supplies and furnished equipment.
- 2.7.4** All underground wiring, if applicable, shall be run in schedule 40 PVC conduits and wired in accordance with the manufacturer's specifications and the National Electrical Code (NEC). The Bidder shall ensure that all wiring is neat, securely fastened and protected.
- 2.7.5** All underground conduits, if applicable, shall be buried at a minimum depth of 18 inches to the top of pipe. All primary communication/power duct bank conduits shall be sized according to NEC guidelines. Conduit type shall be non-metallic schedule 40, PVC, and fittings shall be rigid, non-metallic, schedule 40. All couplings, elbows, and box connectors shall be primed and solvent welded. Conduit shall be installed in a manner to prevent moisture/water from entering the conduit system.
- 2.7.6** All Ethernet circuits, if applicable, shall be Category 5e and shall be installed in compliance with TIA/EIA-568-B.

2.8 Execution

2.8.1 Supervision

The work shall be supervised by a qualified installer who shall be on the job site at all times while work is in progress.

2.8.2 Workmen

All work shall be performed by persons skilled in the trade.

2.8.3 Quality of Work

All work shall be done neatly, keeping with good practice, and conventions of the trade.

2.9 Field Quality Contract and Customer Acceptance Test

2.9.1 Tests

The system should be tested systematically. The Bidder shall ensure that all alarm events report accurate position and device identity. Each alarm triggered shall produce an accurate and repeatable signal for each point tested. If it does not, the problem should be corrected or adjustments made, and the test should be repeated at the same location until successful. If misses are repeated in the same location, the entire zone shall be reevaluated, corrected, and tested until no tests go undetected. The Bidder will terminate each attempt upon detection.

2.9.2 Guidelines for Testing

Upon substantial completion of the system installation, the Bidder shall perform a Final Customer Acceptance and Certification test. This test shall be performed with the Contract Manager, or designee, Facility and Security Operations staff present. Testing shall demonstrate the operational readiness of the system. For final acceptance testing, the Department staff shall randomly select test locations for each building throughout the site. Testing shall be performed and repeated as many times as necessary to satisfy all Department staff. All PBA transmitter activations shall consistently report a correct building location and device identity to the Head End Computer to satisfy the Acceptance Test.

The Bidder shall complete all preliminary testing and adjustments to ensure a fully operational system prior to Final Customer Acceptance Testing. Final Customer Acceptance Testing shall not occur until the Bidder has determined that entire system has been successfully configured and consistently reports locations during preliminary testing. The Bidder shall ensure the system is fully tested and operational for a minimum of five days prior to calling for a final acceptance inspection and testing.

The Bidder shall provide a Final Customer Acceptance Testing date to the Florida Department of Corrections Contract Manager, or designee, no less than seven business days prior to scheduled date of testing.

Building Test: Each building shall be tested systematically. The Bidder shall demonstrate that the system is capable of detecting in all areas. Dead spots, where detection fails, shall not be accepted. All alarms received by the Central Console shall consistently report the building location of where the alarm occurred and the device identity. The Bidder shall furnish a copy of the test results.

Tamper Test: Test equipment enclosures for proper tamper function.

2.10 Acceptance and Warranty

Final inspection of the PBA system will be made by the Department, a manufacturer's representative and the installing Bidder. As-built drawings shall be provided after acceptance inspection. Testing shall consist of the test procedures as listed in Section 2.9 of this ITB.

A date of acceptance will be established at the final inspection. A warranty on all equipment and labor shall be provided by the Bidder for a period of 24 months or manufacturer's advertised warranty, whichever is longest. The warranty period should begin on the date of acceptance. The Bidder shall provide written assurance that they will make any and all needed repairs during that period.

During the warranty period, all repair parts shall be provided by the Bidder. Institutional spare parts used for warranty repairs shall be replaced with new parts at the manufacturer's expense. The Bidder shall have the system repaired within 48-hours of notification of a problem with the system.

The Bidder shall, in writing, notify the Department of any changes, modifications or upgrades to the electronic equipment and shall make these changes, modifications, upgrades, or software changes free of charge to the Department.

2.11 Technical Documentation Requirements

2.11.1 After award of Contract, the following technical documents are required to be submitted with each Vendor's proposal prior to issuance of a Purchase Order.

- a) Submit the shop drawings, including proposed equipment layout, overall site layout plan, and product data sheets. Shop Drawings shall include composite wiring and/or schematic diagrams of the complete system, as proposed to be installed, as well as how the equipment will interface to the Central Console equipment.
- b) Product Data/System Operation Data sheets including catalog sheets, specifications, and installation instructions, along with a complete bill of materials. This should also include a detailed description of system operation, installation, and testing.

2.11.2 The following technical documents are required to be submitted at each project's completion and before final payment of any Purchase Order.

- a) Test report: System acceptance test report shall include signatures of participants for the Vendor, as well as the Department's institutional security team.
- b) As-built drawings of the site showing the zones and location of all PBA system components, all junction boxes, wiring runs, and interconnections with the Control Center equipment. Drawings shall show complete perimeter with location of each device, point-to-point wiring information, wire color code used, wire size, conduit runs, device addresses and typical connection on terminal strips. Documentation shall include completed system schematics including point-to-point wiring diagram of entire system as installed, all splices and terminations with appropriate wire numbering and tagging schedules.
- c) The Vendor shall provide three copies of operation and maintenance manuals and data for each product.
- d) The Vendor shall provide the manufacturer's review and certification of system design and layout.
- e) The Vendor shall provide two copies of a Configuration/Recovery disc containing complete system setup as it has been installed, a field programmer, necessary cables, and software to field configure all field equipment.

2.12 Quality Assurance

- a) The Vendor shall demonstrate that the proposed system meets the requirements of this ITB and all applicable codes, such as National Electrical Code (NEC). The Vendor will also provide, for each PBA system:

1. Eight hours of on-site training for the Department's maintenance personnel in operation and routine maintenance of the system.
 2. Eight hours of on-site training for the Department's security personnel in operation of the system (minimum four, two-hour sessions).
 3. On-site training, preceded by a training outline to be approved by the Department. The training shall be recorded onto DVD and two copies shall be delivered to the ordering institution.
 4. An overview of available service programs for the Department's institutional management.
 5. All necessary technical support and warranty contact information to the Department's institutional management.
- b) Site Project Management: The Department's Regional Maintenance Staff shall supervise each project and shall be responsible for, but not limited to:
1. Rendering advice regarding installation and final adjustment of the system.
 2. Direct supervision of the installation.
 3. Witness final systems test and certify that the system is installed in accordance with the requirements of this ITB and is operating properly.

SECTION 3.0 NON-TECHNICAL SPECIFICATIONS

3.1 Modifications after Contract Execution

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

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

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

3.2 Addition/Deletion of Items

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

3.3 Summary Reports

The Bidder shall provide the Department's Contract Manager, or designee, a report of the resultant Contract sales within 30 days of the end of each quarter (March, June, September and December). The report shall summarize, at a minimum: total number of units sold during the quarter, total dollar value of units sold during the quarter, total number of units sold by delivery location, total number of units sold and total dollar value sold for the entire Contract term to date. The Department may, at its discretion,

develop the format the Bidder must use for reporting. Any report format developed by the Department shall be incorporated into, and shall become a part of, the original resultant Contract. A summary report shall also be required for time periods that include less than three full months of business (such as, the beginning or end of the Contract term). Failure to provide this information within 30 calendar days following the end of each quarter may result in the termination of the Contract.

3.4 Delivery

Any product(s) shall be shipped Free on Board (F.O.B.) to destination within 30 days after receipt of an order. Deliveries must be made between 8:30 a.m. and 4:00 p.m., Monday through Friday, local time, excluding State holidays, unless otherwise stated herein or on a subsequent Purchase Order.

Delivery dates and times will be coordinated between the institution and the Bidder. See Attachment II, Delivery Locations, for location of the facilities, or navigate to <http://www.dc.state.fl.us/facilities/> to view the regional maps.

3.5 Mandatory Documentation

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

- 1) A completed Attachment I, Price Page;
- 2) A completed Attachment III, Bidder's Contact Information; and
- 3) Certification of Drug Free Workplace Program form (Attachment V), if applicable.

3.6 Records and Documentation

To the extent that information is utilized in the performance of the resulting Contract or generated as a result of it, and to the extent that information meets the definition of "public record," as defined in Section 119.011(12), F.S., said information is recognized by the parties to be a public record and, absent a provision of law or administrative rule or regulation requiring otherwise, shall be made available for inspection and copying by any person upon request as provided in Chapter 119, F.S. The Bidder agrees to: (a) keep and maintain public records required by the Department in order to perform the service; (b) upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Bidder does not transfer the records to the Department; and (d) upon completion of the contract, transfer, at no cost, to the Department all public records in possession of the Bidder or keep and maintain public records required by the Department to perform the service. If the Bidder transfers all public records to the Department upon completion of the contract, the Bidder shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Bidder keeps and maintains public records upon completion of the contract, the Bidder shall meet all applicable requirements for retaining public records. All records stored

electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department. Unless a greater retention period is required by state or federal law, all documents pertaining to the program contemplated by this ITB shall be retained by the Bidder for a period of five (5) years after the termination of the resulting contract or longer as may be required by any renewal or extension of the Contract. Pursuant to Section 287.058(1)(c), F.S., the Department is allowed to unilaterally cancel the Contract for refusal by the Bidder to allow public access to all documents, papers, letters, or other material made or received by the Bidder in conjunction with the contract, unless the records are exempt from Section 24(a) of Art. I of the State Constitution and Section 119.0701, F.S.

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

3.7 Price Page

The Bidder shall complete, sign, date, and return Attachment I, Price Page. By submitting a Bid under this ITB, each Bidder warrants its agreement to the prices identified. Bids should be submitted with the most favorable pricing terms the Bidder can offer the State. Any modifications, counter offers, deviations, or challenges will not be accepted, and may render a Bid non-responsive. The submission of a Bid is the Bidder's confirmation it can provide the commodities and all requirements as outlined herein.

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

3.8 Purchasing Card Program (PCard)

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

3.9 Vendor Ombudsman

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted by calling the Department of Financial Services' Toll Free Hotline, 1-800-342-2762.

3.10 Payment and Invoicing

The resultant Contract will be at a fixed-rate. The Department will compensate the successful Bidder for the delivery of commodities and services, as specified in Attachment I, Price Page. All charges must be billed in arrears, in accordance with Section 215.422, F.S. The Department requires a single invoice for each Purchase Order under which commodities were provided. The Bidder must include any and all supporting documentation, as well as its name, mailing address, tax identification (ID) number/FEIN, Contract number, if applicable, and dates of service.

3.11 Contract Management

3.11.1 Department's Contract Manager

The Contract Manager for this Contract will be:

John McClelland, Construction Projects Consultant II
Facilities Management and Building Construction
Florida Department of Corrections
501 S. Calhoun Street
Tallahassee, Florida 32399-2500
Telephone: (850) 717-3929
Email: john.mcclelland@fdc.myflorida.com

The Contract Manager will:

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

The Contract Manager may delegate the following functions to the designated Department staff:

- 1) Verification of deliverables received from the Bidder;
- 2) Monitoring the Bidder's performance; and
- 3) Reviewing, verification and approval of invoices.

3.11.2 Contract Administrator

The Contract Administrator for this Contract will be:

ATC Administrator
Bureau of Procurement
Florida Department of Corrections
501 S. Calhoun, Suite 311
Tallahassee, FL 32399-2500
Telephone (850) 717-3700
Email: purchasing@fdc.myflorida.com

The Contract Administrator will:

- 1) Maintain the Contract Administration file, which is the official Contract file of record;
- 2) Process all Contract amendments, renewals and requests for termination; and
- 3) Maintain the official records of all formal correspondence between the Department and the Bidder provided by the Contract Manager for filing in the Contract Administration file.

SECTION 4.0 PROCUREMENT RULES AND INFORMATION

4.1 Instructions to Respondents (PUR 1001)

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

4.2 Bidder Inquiries

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

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

Procurement Officer Contact Information

Nicole Branch, Procurement Officer
Florida Department of Corrections
Bureau of Procurement
Email: purchasing@fdc.myflorida.com

Between the release of the solicitation, and the end of the seventy-two (72) hour period following posting of notice of intention to award (the seventy-two (72)

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

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

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

4.3 Cost of Bid Preparation

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

4.4 Instructions for Bid Submittal

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

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

4.5 Disclosure of Bid Submittal Contents

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

4.6 Bid Opening

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

4.7 Bid Evaluation

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

4.8 Basis of Award

A single award shall be made to the lowest responsive, responsible Bidder with the lowest Grand Total Cost, as specified on Attachment I, Price Page.

In the event the low cost Bidder is found non-responsive, the Department may proceed to the next lowest cost responsive Bidder and continue the award process. If the lowest-cost Bidder is unable to meet the requirements of this ITB, the Department may proceed to the next lowest cost responsive Bidder and continue the award process.

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

4.9 Disposal of Bids

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

4.10 Bid Rules for Withdrawal

A submitted Bid may be withdrawn by submitting a written request for its withdrawal to the Department. The withdrawal request must be signed by an authorized

representative of the Bidder, and must be received within 72 hours after the Bid submission date indicated in the Timeline. Any submitted Bid shall remain valid for 180 days from the Bid submission date, unless a different amount of time is indicated by the Department.

4.11 Addenda

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

4.12 Verbal Instruction Procedure/Discussions

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

4.13 No Prior Involvement and Conflict of Interest

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

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

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

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

4.14 State Licensing Requirements

All entities defined under Chapters 607, 617 or 620, F.S., seeking to do business with the Department shall be on file and in good standing with the State of Florida, Department of State. If not currently registered with the Department of State, the successful Bidder has five days to complete this registration upon submission of its Bid.

4.15 MyFloridaMarketPlace (MFMP) Registration

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

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

4.16 Certificate of Authority

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

4.17 Confidential, Proprietary, or Trade Secret Material

The Department takes its public records responsibilities as provided under Chapter 119, F.S. and Article I, Section 24 of the Florida Constitution, very seriously. If the Bidder considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, F.S., the Florida Constitution or other authority, the Bidder must also simultaneously provide the Department with a separate redacted copy of its response and briefly describe, in writing, the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Department's solicitation name, number, and the name of the Bidder on the cover, and shall be clearly titled "Redacted Copy." The redacted copy shall be provided to the Department at the same time the Bidder submits its response to the solicitation and must only exclude or redact those exact portions which are claimed confidential, proprietary, or trade secret. The Bidder shall be responsible for defending its determination that the redacted portions of its response are confidential, trade secret or otherwise not subject to disclosure. Further, the Bidder shall protect, defend, and indemnify the Department for any and all claims arising from or relating to Bidder's determination that the redacted portions of its response are confidential, proprietary, trade secret or otherwise not subject to disclosure. If the Bidder fails to submit a Redacted Copy with its response, the Department is authorized

to produce the entire documents, data, or records submitted by the Bidder in answer to a public records request for these records. In no event shall the Department, or any of its employees, or agents, be liable for disclosing, or otherwise failing to protect, the confidentiality of information submitted in response to this solicitation.

4.18 E-Verify

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

4.19 Vendor Substitute W-9

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

4.20 Scrutinized Companies

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

4.21 Identical Tie Bids

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

4.22 Rejection of Bids

The Department reserves the right to reject any and all Bids received in response to this ITB.

4.23 Inspector General

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

4.24 Protest Procedures

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

SECTION 5.0 SPECIAL CONDITIONS

5.1 General Contract Conditions (PUR 1000)

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

5.2 State Initiatives

5.2.1 Diversity in Contracting

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

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

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

http://dms.myflorida.com/other_programs/office_of_supplier_diversity_osd/.

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

5.2.2 Environmental Considerations

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

5.3 Subcontracts

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

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

Such penalty shall be in addition to actual payments owed, and shall not exceed fifteen percent (15%) of the outstanding balance due.

5.4 Copyrights, Right to Data, Patents and Royalties

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

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

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

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

5.5 Independent Contractor Status

The Bidder shall be considered an independent contractor in the performance of its duties and responsibilities. The Department shall neither have nor exercise any control or direction over the methods by which the Bidder shall perform its work and functions,

other than as provided herein. Nothing is intended to, nor shall be deemed to constitute, a partnership, or a joint venture, between the parties.

5.6 Assignment

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

5.7 Severability

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

5.8 Use of Funds for Lobbying Prohibited

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

5.9 Employment of Department Personnel

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

5.10 Legal Requirements

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

5.11 Insurance

The Bidder agrees to provide adequate, comprehensive insurance coverage, and to hold such insurance at all times during the existence of the Contract resulting from this solicitation. The Bidder accepts full responsibility for identifying and determining the type(s) and extent of insurance necessary to provide reasonable financial protection for the Bidder, and the Department, under the Contract resulting from this solicitation. At a minimum, such insurance shall include workers' compensation and employer's liability insurance, per Florida statutory limits, covering all employees engaged in any Contract work; commercial general liability coverage; and automobile liability insurance covering all vehicles, owned or otherwise, used in the Contract

work. The Vendor may be required to furnish the Department written verification of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Department reserves the right to require additional insurance where appropriate.

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

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**ATTACHMENT I – PRICE PAGE
FDC ITB-18-021**

All pricing provided will be inclusive of all system components, documentation, testing, training, and installation required in this ITB. The estimated annual quantity is outlined below.

Submitted System Manufacturer: _____

System Component	Unit Cost	Estimated Quantity	Extended Cost (Unit Cost Multiplied by Estimated Quantity)
Central Console CPU. Intel i7 with 1TB HD, Four (4) USB ports, Ethernet port DVD+-RW, Mouse, Keyboard, wired speakers, 24" LED monitor, Windows 10 Pro and UPS	\$	2	\$
Core PBA central console software suite to provide real-time monitoring, alarm reporting and report generating capabilities.	\$	2	\$
Database configuration	\$	2	\$
Wireless PBA receiver	\$	4	\$
Wireless repeaters	\$	80	\$
PBA Transmitters	\$	400	\$
Hourly rate for installation of system hardware (New Installations)	\$ Per Hour	250	\$
Hourly rate for system programming and testing (New Installations)	\$ Per Hour	150	\$
Grand Total Cost (Sum of All Extended Costs)			\$

Description of Hourly Rate	Unit Price
Normal hourly rate for service technicians (service calls). This rate applies to scheduled and unscheduled service calls (8:00 a.m. to 5:00 p.m. M-F).	\$
After-hours hourly rate for service technicians (service calls). This rate applies to scheduled and unscheduled service calls (after-hours and holidays).	\$

NAME OF VENDOR

FEID#

SIGNATURE OF AUTHORIZED REPRESENTATIVE

DATE

**ATTACHMENT II – DELIVERY LOCATIONS
FDC ITB-18-021
REGION I – ALL LOCATIONS**

MAJOR INSTITUTIONS	
<i>* Indicates a work camp adjacent to an institution.</i>	
<p>Apalachee Correctional Institution East 35 Apalachee Drive Sneads, Florida 32460-4166 (850) 718-0688 Fax: (850) 593-6445</p>	<p>Apalachee Correctional Institution West 52 West Unit Drive Sneads, Florida 32460-4165 (850) 718-0577 Fax: (850) 593-6445</p>
<p>* Calhoun Correctional Institution 19562 SE Institution Drive Blountstown, Florida 32424-5156 (850) 237-6500 Fax: (850) 237-6508</p>	<p>* Century Correctional Institution 400 Tedder Road Century, Florida 32535-3659 (850) 256-2600 Fax: (850) 256-2335</p>
<p>*Franklin Correctional Institution 1760 Highway 67 North Carrabelle, Florida 32322 (850) 697-1100 Fax: (850) 697-1108</p>	<p>Gulf Correctional Institution 500 Ike Steele Road Wewahitchka, Florida 32465-0010 (850) 639-1000 SC 790-1000 Fax: (850) 639-1182</p>
<p>*Gulf Correctional Institution Annex 699 Ike Steel Road Wewahitchka, Florida 32465 (850) 639-1509 Fax: (850) 639-1508</p>	<p>* Holmes Correctional Institution 3142 Thomas Drive Bonifay, Florida 32425-0190 (850) 547-2100 Fax: (850) 547-0522</p>
<p>* Jackson Correctional Institution 5563 10th Street Malone, Florida 32445-3144 (850) 569-5260 Fax: (850) 569-5996</p>	<p>Jefferson Correctional Institution 1050 Big Joe Road Monticello, Florida 32344-0430 (850) 342-0500 Fax: (850) 997-0973</p>
<p>* Liberty Correctional Institution 11064 N.W. Dempsey Barron Road Bristol, Florida 32321-9711 (850) 643-9400 Fax: (850) 643-9412</p>	<p>Northwest Florida Reception Center 4455 Sam Mitchell Drive Chipley, Florida 32428-3597 (850) 773-6100 Fax: (850) 773-6252</p>
<p>Northwest Florida Reception Center Annex 4455 Sam Mitchell Drive Chipley, Florida 32428-3597 (850) 773-6500 Fax: (850) 773-6611</p>	<p>* Okaloosa Correctional Institution 3189 Little Silver Rd. Crestview, Florida 32539-6708 (850) 682-0931 Fax: (850) 689-7803</p>

MAJOR INSTITUTIONS (CONT'D)

** Indicates a work camp adjacent to an institution*

<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 5850 East Milton Rd. Milton, Florida 32583-7914 (850) 983-5800 Fax (850) 983-5907</p>
<p align="center">Santa Rosa Annex 5850 East Milton Rd. Milton, Florida 32583-7914 (850) 983-5800 Fax (850) 983-5907</p>	<p align="center">* Wakulla Correctional Institution 110 Melaleuca Drive Crawfordville, Florida 32327-4963 (850) 410-1895 Fax: (850) 410-0203</p>
<p align="center">Wakulla Annex 110 Melaleuca Drive Crawfordville, Florida 32327-4963 (850) 487-4341 Fax: (850) 410-0203</p>	<p align="center">* Walton Correctional Institution 691 Institution Road DeFuniak Springs, Florida 32433-1831 (850) 951-1300 Fax: (850) 951-1750</p>

WORK CAMPS, FORESTRY CAMPS & ROAD PRISONS

<p align="center">Calhoun Work Camp 19564 SE Inst. Drive Blountstown, Florida 32424-5156 (850) 674-2887 Fax: (850) 674-2503</p>	<p align="center">Century Work Camp 400 Tedder Road Century, Florida 32535-3659 (850) 256-2600 Fax: (850) 256-5005</p>
<p align="center">Graceville Work Camp 5230 Ezell Road Graceville, Florida 32440-4289 (850) 263-9230 Fax: (850) 263-9235</p>	<p align="center">Gulf Forestry Camp 3222 DOC Whitfield Road White City, Florida 32465 (850) 827-4000 Fax: (850) 827-2986</p>
<p align="center">Holmes Work Camp 3182 Thomas Drive Bonifay, Florida 32425-4238 (850) 547-2703 Fax: (850) 547-3169</p>	<p align="center">Jackson Work Camp 5607 10th Street Hwy 71 North Malone, Florida 32445-9998 (850) 569-5260 Fax: (850) 569-5996</p>
<p align="center">Liberty Work Camp 11064 NW Dempsey Barron Road Bristol, Florida 32321-0711 (850) 643-9542 Fax: (850) 643-9562</p>	<p align="center">Okaloosa Work Camp 3189 Little Silver Road Crestview, Florida 32539-6708 (850) 682-0931 Fax: (850) 682-4578</p>

WORK CAMPS, FORESTRY CAMPS & ROAD PRISONS (CONT'D)

<p>Wakulla Work Camp 110 Melaleuca Drive Crawfordville, Florida 32327-4963 (850) 413-9663 Fax: (850) 421-1261</p>	<p>Walton Work Camp 301 World War II Veterans Lane De Funiak Springs, Florida 32433-1838 (850) 951-1355 Fax: (850) 951-1766</p>
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COMMUNITY RELEASE CENTERS

<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>
<p>Tallahassee CRC <u>Physical Address:</u> 2616A Springhill Road <u>Delivery Address:</u> 2628 Springhill Road Tallahassee, Florida 32310-6730 (850) 488-2478</p>	

RE-ENTRY CENTERS

<p>Gadsden Re-Entry Center 630 Opportunity Lane Havana, Florida 32333 (850) 539-2440</p>	
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REGION II – ALL LOCATIONS

MAJOR INSTITUTIONS

** Indicates a work camp adjacent to an institution.*

<p>* Baker Correctional Institution P.O. Box 500, 20706 US 90 W. Sanderson, Florida 32087-0500 (386) 719-4500 Fax: (386) 758-5759</p>	<p>* Columbia Correctional Institution 216 S.E. Corrections Way Lake City, Florida 32025-2013 (386) 754-7600 Fax: (386) 754-7602</p>
<p>Columbia Correctional Institution Annex 216 S.E. Corrections Way Lake City, Florida 32025-2013 (386) 466-3000 Fax: (386) 754-7602</p>	<p>* Cross City Correctional Institution 568 NE 255th Street Cross City, Florida 32628 (352) 498-4444 Fax: (352) 498-4333 or 4334</p>
<p>Cross City East Unit 568 NE 255th Street Cross City, Florida 32628 (352) 498-4444 Fax: (352) 498-4333 or 4334</p>	<p>* Florida State Prison 7819 N.W. 228th Street Raiford, Florida 32026-1000 (904) 368-2500 Fax: (904) 368-2732 <i>(Delivery Vehicle must have drop lift capacity)</i></p>
<p>Florida St. Prison West Unit Post Office Box 747 State Road 16 Starke, Florida 32091-0747 (904) 368-2500 Fax: (904) 368-27299</p>	<p>*Hamilton Correctional Institution 10650 SW 46th Street Jasper, Florida 32052-1360 (386) 792-5151 Fax: (386) 792-515</p>
<p>Hamilton Correctional Institution Annex 10650 S.W. 46th Street Jasper, Florida 32052-1360 (386) 792-5151 Fax: (386) 792-5159</p>	<p>* Lancaster Correctional Institution 3449 S.W. State Road 26 Trenton, Florida 32693-5641 (352) 463-4100 Fax: (352) 463-3476</p>
<p>Lawtey Correctional Institution 7819 N.W. 228th Street Raiford, Florida 32026-2000 (904) 782-2000 Fax: (904) 782-2005</p>	<p>* Madison Correctional Institution 382 Southwest MCI Way Madison, Florida 32340-4430 (850) 973-5300 Fax: (904) 973-5339</p>

MAJOR INSTITUTIONS (CONT'D)

** Indicates a work camp adjacent to an institution.*

<p>* Mayo Correctional Institution Annex 8784 US Highway 27 West Mayo, Florida 32066-3458 (386) 294-4500 Fax: (386) 294-4534</p>	<p>New River Correctional Institution 7819 NW 228th Street Raiford, Florida 32026-3000 (904) 368-3000 Fax: (904) 368-3205</p>
<p>Putnam Correctional Institution 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 Correctional Institution 5964 U.S. Highway 90 Live Oak, Florida 32060 (386) 963-6201 Fax: (386) 963-6103</p>
<p>* Suwannee Correctional Institution Annex 5964 U.S. Highway 90 Live Oak, Florida 32060 (386) 963-6301 Fax: (386) 963-6103</p>	<p>*Taylor Correctional Institution 8501 Hampton Springs Road Perry, Florida 32348-8747 (850) 838-4000 Fax: (850) 838-4024</p>
<p>Taylor Correctional Institution Annex 8501 Hampton Springs Road Perry, Florida 32348 (850) 838-4002 Fax: (850) 838-4024</p>	<p>* Tomoka Correctional Institution 3950 Tiger Bay Road Daytona Beach, Florida 32124-1098 (386) 323-1070 Fax: (386) 323-1006</p>
<p>Union Correctional Institution 7819 N.W. 228th Street Raiford, Florida 32026-4000 (386) 431-2000 Fax: (386) 431-2016</p>	

WORK CAMPS, FORESTRY CAMPS & ROAD PRISONS

<p>Baker Work Camp P.O. Box 500 US 90 E. Sanderson, Florida 32087-0500 (386) 719-4670 Fax: (386) 719-2775</p>	<p>Cross City Work Camp 568 N.E. 255th Street Cross City, Florida 32628 (352) 498-4330 Fax: (352) 498-4338</p>
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WORK CAMPS, FORESTRY CAMPS & ROAD PRISONS (CONT'D)

<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 SC 296-5339</p>	<p>Mayo Work Camp 8976 US 27 West Mayo, Florida 32066 (386) 294-4752 Fax: (386) 294-4532</p>
<p>New River Work Camp 13600 NE 258th Court Raiford, Florida 32083 (386) 431-2000 Fax: (386) 431-2016</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>	

COMMUNITY RELEASE CENTERS

<p>Dinsmore CRC 13200 Old Kings Road Jacksonville, Florida 32219 (904) 924-1700 Fax: (904) 924-1704</p>	<p>Lake City CRC 1099 N.W. Dot Gln Lake City, Florida 32055-2564 (386) 758-0535 Fax: (386) 758-1559</p>
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COMMUNITY RELEASE CENTERS (CONT'D)

<p>Santa Fe CRC 2901 Northeast 39th Avenue Gainesville, Florida 32602-1202 (352) 955-2070 Fax: (352) 955-3162 <i>Satellite Fed by Gainesville Work Camp</i></p>	<p>Daytona Beach CRC 3601 U.S. Highway 92 West Daytona Beach, Florida 32124-1002 (386) 238-3171 Fax: (386) 947-4058</p>
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RE-ENTRY CENTERS

<p>Baker Re-Entry Center 17128 US Highway 90 W Sanderson, Florida 32087 (386) 719-6300 Fax (386) 758-5759</p>	
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REGION III – ALL LOCATIONS

MAJOR INSTITUTIONS

** Indicates a work camp adjacent to an institution.*

<p>* Avon Park Correctional Institution 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 7000 H C Kelley Rd Orlando, Florida 32831-2518 (407) 207-7777 Fax: (407) 249-6570</p>
<p>Central Florida Reception Center East 7000 H C Kelley Road Orlando, Florida 32831-2518 (407) 207-7777 Fax: (407) 249-6570</p>	<p>Central Florida Reception Center South 7000 H C Kelley Road 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 Correctional Institution 6901 State Road 62 Bowling Green, Florida 33834-9505 (863) 767-4500 Fax: (863) 767-4504</p>	<p>Hernando Correctional Institution 16415 Springhill Drive Brooksville, Florida 34604-8167 (352) 754-6715 Fax: (352) 544-2307</p>
<p>Lake Correctional Institution 19225 U.S. Highway 27 Clermont, Florida 34715-9025 (352) 394-6146 Fax: (352) 394-3504</p>	<p>*Lowell Correctional Institution 11120 NW Gainesville Rd Ocala, Florida 34482-1479 (352) 401-5301 Fax: (352) 401-5331</p>
<p>Lowell Correctional Institution Annex 11120 NW Gainesville Rd Ocala, Florida 34482-1479 (352) 401-5301 Fax: (352) 401-5331</p>	<p>* Marion Correctional Institution 3269 NW 105th Street Lowell, Florida 32663-0158 (352) 401-6400 Fax: (352) 840-5657</p>
<p>* Polk Correctional Institution 10800 Evans Road Polk City, Florida 33868-6925 (863) 984-2273 Fax: (863) 984-3072</p>	<p>Sumter Correctional Institution and BTU 9544 County Road 476B Bushnell, Florida 33513-0667 (352) 569-6100 Fax: (352) 569-6196</p>
<p>Zephyrhills Correctional Institution 2739 Gall Boulevard Zephyrhills, Florida 33541-9701 (813) 782-5521 Fax: (813) 782-4954</p>	

WORK CAMPS, FORESTRY CAMPS & ROAD PRISONS

<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>Brevard Work Camp 855 Camp Road Cocoa, Florida 32927-3700 (321) 634-6130 Fax: (321) 634-6051</p>
<p>DeSoto Work Camp Highway 70 East Arcadia, Florida, 34266 (863) 494-3727 Fax: (863) 494-1740</p>	<p>Hardee Work Camp 6899 State Road 62 Bowling Green, Florida 33834-9505 (863) 773-2441 Fax: (863) 773-0160</p>
<p>Largo Road Prison 5201 Ulmerton Road Clearwater, Florida 33760-4006 (727) 570-5135 Fax: (727) 588-4920</p>	<p>Lowell Work Camp 11120 NW Gainesville Road Ocala, Florida 34482 (352) 401-5301 Fax: (352) 401-5331</p>
<p>Marion Work Camp Post Office Box 158 3269 NW 105th Street Lowell, Florida 32663-0158 (352) 401-6865 Fax: (352) 401-6443</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>	

COMMUNITY RELEASE CENTERS

<p>Bartow CRC 550 N. Restwood Avenue Bartow, Florida 33830-4200 (863) 534-7037 Fax (863) 534-0036</p>	<p>Cocoa CRC 585 Camp Road Cocoa, Florida 32927-4738 (321) 690-3210 Fax: (321) 634-6002</p>
<p>Kissimmee CRC 2925 Michigan Avenue Kissimmee, Florida 34744-1200 (407) 846-5210 Fax: (407) 846-5368</p>	<p>Orlando CRC 7300 Laurel Hill Road Orlando, Florida 32818-5278 (407) 578-3510 Fax: (407) 578-3509</p>

COMMUNITY RELEASE CENTERS (CONT'D)

<p>Pinellas CRC 5205 Ulmerton Road Clearwater, Florida 33760-4002 (727) 570-5138 Fax: (727) 570-3187</p>	<p>St. Petersburg CRC 4237 8th Avenue, South St. Petersburg, Florida 33711-2000 (727) 893-2289 Fax: (727) 893-1182</p>
<p>Tarpon Springs CRC 566 Brady Road Tarpon Springs, Florida 34689-6707 (727) 942-5420 Fax (727) 942-5469</p>	

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REGION IV – ALL LOCATIONS

MAJOR INSTITUTIONS	
<i>* Indicates a work camp adjacent to an institution.</i>	
<p>Charlotte Correctional Institution 33123 Oil Well Road Punta Gorda, Florida 33955-9701 (941) 833-2300 Fax: (941) 575-5747</p>	<p>Dade Correctional Institution 19000 S. W. 377th Street Florida City, Florida 33034-6409 (305) 242-1900 Fax: (305) 242-1881</p>
<p>Everglades Correctional Institution 1601 S.W. 187th Ave. Miami, Florida 33185-3701 (305) 228-2054 Fax: (305) 228-2039</p>	<p>Homestead Correctional Institution 19000 S. W. 377th Street Florida City, Florida 33034-6409 (305) 242-1700 Fax: (305) 242-2424</p>
<p>* Martin Correctional Institution 1150 S.W. Allapattah Road Indiantown, Florida 34956-4397 (772) 597-3705 Fax: (772) 597-3742</p>	<p>Okeechobee Correctional Institution 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	
<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>Glades Work Camp 2600 N Main Street Belle Glade, Florida 33430-5314 (561) 829-1800 Fax: (561) 992-1355</p>
<p>Loxahatchee Road Prison 230 Sunshine Road West Palm Beach, Florida 33411-3616 (561) 791-4760 Fax: (561) 791-4763</p>	<p>Martin Work Camp 1150 SW Allapattah Road Indiantown, Florida 34956-4310 (772) 597-3705 Fax: (772) 597-4238</p>

COMMUNITY RELEASE CENTERS

<p style="text-align: center;">Atlantic CRC 263 Fairgrounds Road West Palm Beach, Florida 33411-3639 (561) 791-4187 Fax: (561) 791-4749 <i>Satellite Fed by Loxahatchee Road Prison</i></p>	<p style="text-align: center;">Ft. Pierce CRC 1203 Bell Avenue Ft. Pierce, Florida 34982-6544 (772) 468-3929 Fax: (772) 467-3140</p>
<p style="text-align: center;">Hollywood CRC P.O. Box 8759 8501 W. Cypress Dr. Pembroke Pines, Florida 33025-4542 (954) 985-4720 Fax: (954) 967-1251</p>	<p style="text-align: center;">Miami North CRC 7090 Northwest 41st Street Miami, Florida 33166-6817 (305) 470-5580 Fax (305) 470-5584</p>
<p style="text-align: center;">Opa Locka CRC 5400 Northwest 135th Street Opa Locka, Florida 33054-4310 (305) 827-4057 Fax: (305) 364-3188</p>	<p style="text-align: center;">West Palm Beach CRC 261 West Fairgrounds Road West Palm Beach, Florida 33411-3639 (561) 791-4750 Fax: (561) 791-4018</p>

RE-ENTRY CENTERS

<p style="text-align: center;">Everglades Re-Entry Center 1601 SW 187 Ave Miami, Florida 33194 (305) 278-2000 Fax (305) 228-2039</p>	<p style="text-align: center;">Sago Palm Re-Entry Center 500 Baybottom Road Pahokee, Florida 33476 (561) 924-4320 Fax (561) 924-4303</p>
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**ATTACHMENT III – BIDDER’S CONTACT INFORMATION
FDC ITB-18-021**

The Bidder shall identify the contact information as described below.

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

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

Name: _____

Title: _____

Address: _____

Telephone: _____

Fax: _____

Email: _____

**ATTACHMENT IV - PURCHASE ORDER TERMS AND CONDITIONS
FDC ITB-18-021**

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

Revised: November, 2016

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

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

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

to the Department. This PO does not constitute a waiver of sovereign immunity or consent by the Department, or the State of Florida, or its subdivisions to suit by third parties in any matter arising herefrom.

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

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

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

12. The terms of this PO will supersede the terms of any and all prior or subsequent agreements you may have with the Department with respect to this purchase. Accordingly, in the event of any conflict, the terms of this PO shall govern.
13. As required by State of Florida Executive Order Number 11-116, the Vendor identified in this PO is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify employment eligibility of: all persons employed during the contract term by the Vendor to perform employment duties pursuant to the Contract, within Florida; and all persons, including subcontractors, assigned by the Vendor to perform work pursuant to the Contract with the Department. (<http://www.uscis.gov/e-verify>) Additionally, the Vendor shall include a provision in all subcontracts that requires all subcontractors to utilize the U.S. Department of Homeland Security's E-Verify system to verify employment eligibility of: all persons employed during the contract term by the Vendor to perform work or provide services pursuant to this Contract with the Department.
14. The employment of unauthorized aliens by any Vendor is considered a violation of Section 274A(E) of the Immigration and Nationality Act. If the Vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this PO.
15. No Vendors or any personnel assigned to provide goods and/or services, as specified by this PO, may be a convicted felon or have relatives either confined by or under supervision of the Department, unless an exception is granted by the Department prior to the rendering of goods and/or services.
16. The Vendor will comply with the national standards to prevent, detect, and respond to prison rape under the Prison Rape Elimination Act (PREA), Federal Rule 28 C.F.R. Part 115. The Vendor will also comply with all Department policies and procedures that relate to PREA, which will be made available to the Vendor upon request.
17. The Vendor agrees to: (a) keep and maintain public records required by the Department in order to perform the service; (b) upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract if the Contractor does not transfer the records to the Department; and (d) upon completion of the Contract, transfer, at no cost, to the Department all public records in possession of the Contractor or keep and maintain public records required by the Department to perform the service. If

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

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

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

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

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**ATTACHMENT V – CERTIFICATION OF DRUG FREE WORKPLACE PROGRAM
FDC ITB-18-021.**

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

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

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

Company Name: _____

AUTHORIZED REPRESENTATIVE SIGNATURE

(Form revised 11/10/15)