



FLORIDA DEPARTMENT OF CORRECTIONS

## Bureau of Procurement

### INVITATION TO BID (ITB)

FOR

### WATER AND/OR WASTEWATER TREATMENT OPERATOR SERVICES STATEWIDE

FDC ITB-20-029

RELEASED ON  
March 5, 2020

By the:  
Florida Department of Corrections  
Office of Financial Management  
Bureau of Procurement  
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**TIMELINE**  
**FDC ITB-20-029**

EVENT	DATE/TIME	LOCATION
Release of ITB	March 5, 2020	Vendor Bid System <a href="http://www.myflorida.com/apps/vbs">http://www.myflorida.com/apps/vbs</a>
Non-Mandatory Pre-Bid Conference	March 12, 2020 at 3:00 p.m., Eastern Time	Florida Department of Corrections Bureau of Procurement, Christian DeRocco 501 South Calhoun Street Tallahassee, Florida 32399 Conference Call Number: (888) 585-9008 Conference Room Number: 701-874-802
Last day for written Inquiries to be received by the Department	March 16, 2020	Submit to: Florida Department of Corrections Christian DeRocco, Procurement Officer Email: <a href="mailto:purchasing@fdc.myflorida.com">purchasing@fdc.myflorida.com</a>
Anticipated Posting of Written Responses to Written Inquiries	April 14, 2020	Vendor Bid System; <a href="http://www.myflorida.com/apps/vbs">http://www.myflorida.com/apps/vbs</a>
Sealed Bids Due and Opened	April 28, 2020	Submit to: Florida Department of Corrections Christian DeRocco, Procurement Officer 501 South Calhoun Street Tallahassee, Florida 32399-2500
Anticipated Posting of Recommended Award	May 26, 2020	Vendor Bid System; <a href="http://www.myflorida.com/apps/vbs">http://www.myflorida.com/apps/vbs</a>

## **SECTION 1.0 INTRODUCTORY MATERIALS**

### **1.1 Statement of Purpose**

The purpose of this Invitation to Bid (ITB) is to secure Responsive Bids, from Responsible Bidders, for the provision of Water and/or Wastewater Treatment Operator services at Department-owned Water and/or Wastewater Treatment Plants (Plants) throughout the State.

The Department is requesting Bids from Responsible Bidders who employ or can subcontract with qualified and properly licensed staff with at least three (3) years overall of business/corporate experience, and two (2) years within the last five (5) years' experience in the provision of Water and/or Wastewater Treatment Operator services.

Each Water and/or Wastewater Treatment Operator shall be certified and licensed by the Department of Environmental Protection (DEP) to complete all required services as noted on Attachment I, Geographic Locations and Specific Service Requirements and as outlined in Section 2.0, SCOPE OF WORK. The Bidder shall comply with each correctional institution's and DEP's policies and procedures in relation to all permitting requirements, and with the Department's rules and regulations.

The Department intends to award one (1) Contract per geographical region from this ITB, for the provision of Water and/or Wastewater Treatment Operator services as outlined in Section 2.0, SCOPE OF WORK.

### **1.2 Implementation**

The awarded Bidder must have the capability to implement services, as described herein, no later than July 1, 2020, unless an alternative timeframe is approved by the Department.

### **1.3 Contract Term and Renewal**

As a result of this ITB, the awarded Bidder will be awarded a five (5) year Contract, 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 (POs).

### **1.4 Conflicts and Order(s) of Precedence**

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

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

## 1.5 Definitions

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

- a. **Bid**: A Bidder's response to this ITB, which the Bidder shall submit on approved forms.
- b. **Call-Back Hours (Call-Back)**: Irregular or occasional after-hours work performed by the Bidder on a day when no work is scheduled, or at a time which requires the Bidder to return to the Water and/or Wastewater Treatment Plant from an off-duty status. Billable Call-Back hours charged to the Department shall commence upon signing in at the institution's control room and shall terminate upon signing out at the institution's control room.
- c. **Contract**: The agreement between the awarded Vendor and the Department resulting from this ITB.
- d. **Contract Manager**: The person designated by the Department as responsible for performance oversight of any Contract.
- e. **Contract Non-Compliance**: Failure to meet or comply with any requirement or term of the Contract.
- f. **Contractor**: The Bidder awarded a Contract to perform services or provide commodities to the Department.
- g. **Deliverables**: Those services, items, and/or materials provided, prepared and delivered to the Department in the course of performance of the Contract.
- h. **Department (FDC)**: The Florida Department of Corrections.
- i. **Emergency Repairs**: Water and/or Wastewater Treatment Plant repairs that require immediate response to prevent personal injury, loss or damage to property, or to prevent violation of Permit requirements, or to restore essential services that have been disrupted by a breakdown of power or machinery. The Department maintains sole discretion in determining what is considered an Emergency Repair. Emergency Repairs are not part of a Water Operator Service Call or Wastewater Operator Service Call and will be performed as Call-Back Hours.
- j. **Florida Department of Environmental Protection (DEP)**: The Agency of the State responsible for the regulation of Water and Wastewater Treatment Plants.
- k. **Florida Department of Health (DOH)**: The Agency of the State responsible for the testing of Water and Wastewater produced by a Plant.
- l. **Fulltime Wastewater Operator**: An Operator scheduled to perform all Wastewater Operator Service Calls for a Plant during a given calendar month. The Department maintains sole discretion to determine if a wastewater Operator is working fulltime. A DEP-certified and licensed wastewater treatment Operator who is at the Plant

fulltime, is responsible for all reports required by DEP rules and permits and the Department's needs and performs a variety of technical work in the operation and maintenance of the Wastewater Treatment Plant.

- m. **Fulltime Water Operator:** An Operator scheduled to perform all Water Operator Service Calls for a Plant during a given calendar month. The Department maintains sole discretion to determine if a water Operator is working fulltime. A DEP-certified and licensed water treatment Operator who is at the Plant Fulltime, is responsible for all reports required by DEP rules and permits and the Department's needs and performs a variety of technical work in the operation and maintenance of the Water Treatment Plant.
- n. **Maintenance Superintendent:** An FDC employee who oversees and manages all maintenance at a correctional institution.
- o. **Mandatory Responsiveness Requirements:** Terms, conditions, and requirements that must be met by the Bidder to be considered responsive to this solicitation.
- p. **Material Deviation(s):** A deviation which, in the Department's sole discretion, is not in substantial accord with the ITB's requirements, provides a substantial competitive 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.
- q. **Minor Irregularity:** A variation from the ITB terms and conditions which does not give the Bidder a substantial competitive advantage or benefit not enjoyed by other Bidders, and not adversely impact the interests of the Department.
- r. **Monthly Operating Report:** A compliance report that is necessary to track water generation or water purification for discharge. The report is submitted to the Department due to the treatment of raw ground water or purchased finished water. The reports are required by the DEP for the Plants.
- s. **Non-Emergency Repairs:** Plant repairs that correct deficiencies that occur through normal use and include, but are not limited to: tightening belts, checking equipment for proper lubrication, changing air filters and alternating dual pieces of equipment to equalize run time.
- t. **On-Call:** An operator able to be contacted in order to provide Water and/or Wastewater Operator services if necessary, but not formally on duty.
- u. **Operator's Log:** A sign-in and sign-out sheet required by DEP, which must be completed by the Water and/or Wastewater Treatment Operator(s). This log must include the Operator's name, date, and time of arrival to a Plant, and the departure time from a Plant.
- v. **PCard:** The State of Florida's purchasing card program which utilizes the Visa platform.
- w. **Permit(s):** The Department of Environmental Protection's Permit and/or rules which governs a specific Department correctional institution's Plant.



- x. **Prison Rape Elimination Act (PREA)**: 28 Code of Federal Regulations, C.F.R. 115, National Standards to Prevent, Detect, and Respond to Prison Rape, under the “Prison Rape Elimination Act of 2003.” The Act provides for analysis of the incidence and affects of prison rape in federal, State, and local institutions, and for information, resources, recommendations, and funding to protect individuals from prison rape.
- y. **Responsible Bidder**: A Bidder who has the capability to fully perform all aspects of the Contract requirements, and the integrity and reliability to ensure good faith performance.
- z. **Responsive Bid**: A Bid submitted by a Responsible Bidder, that conforms to all material aspects of this ITB.
  - aa. **Routine Services**: Simple, small-scale activities associated with regular daily and general upkeep of a Plant against normal wear and tear. The Department maintains sole discretion to determine if work is Routine Services.
  - bb. **Specifications**: The detailed conditions and requirements of the ITB and resulting Contract, including technical specifications, and other descriptions of the work, as set forth in the ITB documents.
  - cc. **Subcontract**: An agreement between the Bidder and any other person, or organization, wherein that person or organization agrees to perform any contractual duties for the Bidder, specifically related to securing, or fulfilling, the Bidder’s obligations to the Department, under the terms of any Contract. The awarded Bidder is not relieved of its duties under the Contract when it enters into a Subcontract.
  - dd. **Vendor or Bidder**: A legally qualified corporation, partnership, or other business entity that submits a Bid to the Department in response to this ITB.
  - ee. **Wastewater Operator Service Call**: A visit by the Operator to a Plant including all Operator labor required to successfully complete all daily tasks and any applicable reports in accordance with DEP rules and permits and the Department’s needs for each individual wastewater Plant. Time to conduct Emergency Repairs is not included in a Wastewater Operator Service Call.
  - ff. **Water and/or Wastewater Treatment**: A process used to either convert water and/or wastewater into an effluent (outflowing of water to a receiving body of water) that can be returned to the water cycle with minimal impact on the environment or prepared directly for reuse.
  - gg. **Water and/or Wastewater Treatment Operator (Operator)**: An Operator who is called to perform the duties of the current Operator when he/she is absent. The Operator must be available On-Call to respond to any Department request(s) during each 24-hour period he/she is performing Operator services.
  - hh. **Water and/or Wastewater Treatment Plant (Plant)**: A facility located at a correctional institution (institution), within the State of Florida that processes all water and wastewater. The Department owns Plants at individual institutions, and Plants

must follow specific statutes, rules and regulations to process water and/or wastewater.

- ii. **Water Operator Service Call:** A visit by the Operator to a Plant including all Operator labor required to successfully complete all daily tasks and any applicable reports in accordance with DEP rules and permits and the Department's needs for each individual water Plant. Time to conduct Emergency Repairs is not included in a Water Operator Service Call.

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## **SECTION 2.0 SCOPE OF WORK**

### **2.1 Specifications**

The awarded Bidder shall provide Water and/or Wastewater Treatment Operator services at various Plants as indicated in Attachment I, Geographic Locations and Specific Service Requirements. These services shall include monitoring and operating an assigned Plant, and ensuring compliance with the DEP Permit, all Department rules, regulations, and requirements. The awarded Bidder shall provide the minimum hours of service required to comply with all DEP Permit(s) as outlined in Attachment I, Geographic Locations and Specific Service Requirements and comply with all other water and/or wastewater service tasks. These items and/or services will be considered deliverables in the Contract.

### **2.2 Rules, Regulations, and Governance**

- 2.2.1** The laws, rules, and regulations referenced in this solicitation are incorporated herein by reference and will be made a part of any Contract(s). The Department reserves the exclusive right to make any and all determinations which it deems are necessary to protect the best interests of the State, and the health, safety, and welfare of the Department's inmates/offenders, and of the general public which is served by the Department, either directly or indirectly, through these services.
- 2.2.2** The Bidder shall ensure that all Operators providing services under this ITB comply with prevailing ethical and professional standards, and the rules, procedures, and regulations noted above.
- 2.2.3** Should any laws, standards, rules or regulations, Department procedures, or directives change during the course of this procurement or Contract term, the updated version will take precedence.
- 2.2.4** The Bidder agrees to make any modifications required in order to meet or comply with changes necessitated by the operation of law or due to changes in practice standards or regulations or change in the Department's mission.
- 2.2.5** The Bidder shall be responsible for any penalty assessed to the Department by DEP or any other regulatory agencies for actions or inaction by the Bidder's Operator.
- 2.2.6** Any changes in the Scope of Work required to ensure continued compliance with State or Federal laws, statutes or regulations, or Department policy will be made in accordance with Section 5.2, Modifications after Contract Execution.
- 2.2.7** The specific rules, procedures, and regulations identified in this ITB are not listed to the exclusion of any other rules, procedures, and regulations required throughout any Contract(s). The Department will monitor the Bidder's performance to ensure compliance with all rules, regulations, and requirements contained herein.

## **2.3 Facilities Served, Equipment, and Service Times**

- 2.3.1** The Department's Plants to be included under the Contract are identified in Attachment I, Geographic Locations and Specific Service Requirements.
- 2.3.2** Plant services provided by the Operator(s) shall be conducted between the hours of 7:00 a.m. and 6:00 p.m. local time. At the Department's sole discretion, upon written approval of the Contract Manager and/or Maintenance Superintendent, the Bidder may perform services at other times.
- 2.3.3** Services needed on a Call-Back, or any additional hours outside the DEP Permit requirements or Department approved schedule, require pre-approval by the Department's Contract Manager, or designee. Billable hours charged to the Department shall commence upon signing in at the institution's control room and shall terminate upon signing out at the institution's control room.

## **2.4 Department Responsibilities**

- 2.4.1** The Department will assist the Bidder in becoming familiar with the specific operations of each Plant and furnish the Bidder with any other relevant information as needed; and
- 2.4.2** The Department's Maintenance Superintendent shall request and ensure payment for all services of a DOH Certified Laboratory for each Plant.

## **2.5 Bidder Responsibilities**

The following general service requirements are applicable to both water and wastewater service.

- 2.5.1** All services are governed and regulated by the individual DEP Permit(s) for each Plant, the specific requirements of each Department institution, and Department rules and regulations.
- 2.5.2** The Bidder shall provide all services in accordance with all applicable federal and State laws, rules and regulations, and Department policies and procedures. All such laws, rules, and regulations, current and/or revised, are incorporated herein by reference.
- 2.5.3** The Bidder and the Department shall work cooperatively to ensure service delivery is in complete compliance with all laws, mandates, and requirements.
- 2.5.4** The Bidder shall ensure all its Operators are available at the Plants as outlined in Attachment I, Geographic Locations and Specific Service Requirements.
- 2.5.5** The Bidder shall ensure an Operator is available On-Call at all times in the event of a Call-Back, as required by the DEP Permit(s). The Operator shall report to the Plant within two (2) hours to any Call-Back request.
- 2.5.6** The Bidder shall ensure all Operators providing services as outlined in this ITB have current, active, and updated local, State, and federal licensing, permits,

and certifications to provide Water and/or Wastewater Treatment Operator services. All required licensing and certifications shall be current, maintained at the Plant, and a copy shall be submitted to the Department's Contract Manager, or designee, before an Operator begins services at a Plant.

- 2.5.7** The Bidder is fully responsible for all work performed under any Contract(s). The Bidder may, upon receiving written consent from the Department's Contract Manager, or designee, enter into written subcontract(s)/agreement(s) for the performance of certain functions under any Contract(s). All subcontract(s)/agreement(s) shall comply with the Department's Procedure 205.002 "Contract Management," incorporated herein by reference. No subcontract, which the Bidder enters into with respect to the performance of any of its functions under any Contract(s), shall in any way relieve the Bidder of any responsibility for the performance of its duties. All payments to subcontractors shall be made by the Bidder. In the event the Bidder has pre-existing written subcontract(s)/agreement(s) it wishes to use under any resulting Contract(s), the Bidder must submit the Contract(s) to the Department's Contract Manager, or designee, for review and approval prior to the subcontract providing any services.
- 2.5.8** The Bidder shall comply with the Department's policy regarding "Non-Discrimination," which states, "No person on the grounds of race, creed, color, national origin, age, gender, marital status or disability, shall be excluded from participation in, be denied the benefits, or the proceeds of, or be otherwise subjected to, discrimination in the performance of any Contract."
- 2.5.9** The Operator shall follow each institution's specific check-in procedures. During regularly scheduled workdays, the Operator shall check in with the institution's control room and Maintenance Superintendent upon arrival and departure.
- 2.5.10** All Routine Services shall be reported, in writing, to the institution's Maintenance Superintendent and the Department's Contract Manager, or designee, on the Daily Report (Attachment VII).
- 2.5.11** The Operator shall email the Contract Manager, or designee, and the institution's Maintenance Superintendent, within 60 minutes of noting that maintenance is required or will be required in the near future for equipment. The Operator shall report the need for Maintenance on the Daily Report (Attachment VII).
- 2.5.12** The Operator shall immediately verbally notify the institution's Maintenance Superintendent and control room in the event of any unsafe condition at the Plant, or in the event Emergency Repairs are required. All mechanical problems shall be reported in writing on the Daily Report (Attachment VII).

## **2.6 Water Operator Tasks**

### **2.6.1 Service Tasks**

The Operator is required to maintain knowledge of Plant requirements and DEP regulations at all times. The Operator shall perform a Water Operator Service Call for a specific Plant as scheduled by the Department which includes, but is not limited to:

- 2.6.1.1** Perform all required operational tasks in accordance with the specific DEP Permit(s), at each Plant location;
- 2.6.1.2** Complete the Daily Report (Attachment VII) in its entirety;
- 2.6.1.3** Perform the minimum required hours of service as indicated in Attachment I, Geographic Locations and Specific Service Requirements, and include additional hours as deemed necessary by the Department;
- 2.6.1.4** Perform all daily routine testing that is not required to be performed by a DOH-Certified Laboratory;
- 2.6.1.5** Measure and record flow, per the permit requirements, and document on the Daily Report (Attachment VII);
- 2.6.1.6** Measure and record pH-Final, per the permit requirements and document on the Daily Report (Attachment VII);
- 2.6.1.7** Collect all samples (with the exception of the groundwater monitoring wells, Giardia, and Cryptosporidium samples) required by the Permit to be performed by a DOH-Certified Laboratory, and notify the Department's DOH-Certified laboratory that the samples are ready to be picked up;
- 2.6.1.8** Check pH, chlorine residual, flow, and equipment, or as required by the Permit(s);
- 2.6.1.9** Maintain the Operator's Log, per Permit requirements;
- 2.6.1.10** Perform Routine Services and maintenance to keep Plants operational which includes but is not limited to: tightening belts, checking equipment for proper lubrication, changing air filters, and alternating dual pieces of equipment to equalize run time; and
- 2.6.1.11** Other functions pertaining to the Plant as may be required by the Maintenance Superintendent or per Permit requirements.

## **2.7 Wastewater Operator Tasks**

### **2.7.1 Service Tasks**

The Operator is required to maintain knowledge of Plant requirements and DEP regulations at all times. The Operator shall perform a Wastewater Operator Service Call for a specific Plant as scheduled by the Department which includes, but is not limited to:

- 2.6.1.1** Perform all required operational tasks in accordance with the specific DEP Permit(s), at each Plant location;
- 2.6.1.2** Complete the Daily Report (Attachment VII) in its entirety;
- 2.7.1.3** Perform the minimum required hours of service as indicated in Attachment I, Geographic Locations and Specific Service Requirements, for the respective site, and include additional hours as deemed necessary by the Department;
- 2.7.1.4** Perform all daily routine testing that is not required to be performed by a DOH-Certified Laboratory;
- 2.7.1.5** Measure and record flow, per the permit requirements and document on the Daily Report (Attachment VII);
- 2.7.1.6** Measure and record pH-Final, per the permit requirements and document on the Daily Report (Attachment VII);
- 2.7.1.7** Collect all samples (with the exception of the groundwater monitoring wells, Giardia, and Cryptosporidium samples) that are required by the permit to be performed by a DOH-Certified Laboratory and notify the Department's DOH-Certified laboratory that the samples are ready to be picked up;
- 2.7.1.8** Check the flow, return sludge flow, chlorine residual, pH, D.O. (dissolved oxygen), settlometer, refrigeration temperature, sludge depth in the clarifier, and equipment daily or per Permit requirements;
- 2.7.1.9** Maintain the Operator's Log, per the Permit requirements;
- 2.7.1.10** Perform Routine Services and maintenance to keep Plants operational which includes but is not limited to: tightening belts, checking equipment for proper lubrication, changing air filters, and alternating dual pieces of equipment to equalize run time; and
- 2.7.1.10** Other functions pertaining to the Plant as may be required by the Maintenance Superintendent or per Permit requirements.

## **2.8 Conduct and Safety Requirements**

- 2.8.1** Operators shall not display favoritism to, or preferential treatment of, one (1) inmate or group of inmates over another.
- 2.8.2** Operators shall not interact with any inmate, except in a relationship that supports services under any Contract. Specifically, staff members must never accept, for themselves or any member of their family, any personal (tangible or intangible) gift, favor, or service from an inmate or an inmate's family or close associate, no matter how trivial the gift or service may seem. The Bidder shall report any violations or attempted violation of these restrictions to the Department's Contract Manager, or designee. In addition, no staff member shall give any gifts, favors, or services to any inmate, their family, or close associates.
- 2.8.3** Operators shall not enter into any business relationship with inmates or their families (example – selling, buying, or trading personal property), or personally employ them in any capacity.
- 2.8.4** During the Contract term, the Operators shall not have outside contact (other than incidental contact) with an inmate being served or their family or close associates, except for those activities that are to be rendered under any Contract.
- 2.8.5** Operators shall not engage in any conduct which is criminal in nature or which would bring discredit upon the Bidder or the State. In providing services pursuant to any Contract, the Bidder shall ensure that its employees avoid both misconduct and the appearance of misconduct.
- a. Any violation or attempted violation of the restrictions referred to in this section regarding employee conduct shall be reported by phone and in writing to the Department's Contract Manager, or designee, and the institution's Maintenance Superintendent, including proposed action to be taken by the Bidder within 24 hours of discovery. Any failure to report a violation or take appropriate disciplinary action against the Bidder's staff shall subject the Bidder to appropriate action, up to and including termination of the Contract.
- 2.8.6** At no time shall any of the Operators while delivering services under any Contract, wear clothing that resembles or could reasonably be mistaken for an inmate's uniform or any correctional officer's uniform or that bears the logo or other identifying words or symbol of any law enforcement or correctional institution.
- 2.8.7** The Bidder shall NOT provide individuals possessing "temporary work visas" to fill positions under this Scope of Work.
- 2.8.8** All Operators providing services under the ITB or subsequent Contract(s) shall have the ability to understand and speak English to allow for effective communication between the Operator and the Department's staff and inmates.



## **2.9 Staff Requirements**

- 2.9.1** The Bidder shall provide a level of staffing for the provision of the Water and/or Wastewater Treatment Operator services outlined herein and shall ensure that staff providing services are highly trained, qualified, certified, and licensed by the State of Florida.
- 2.9.2** Operators shall be fully trained and certified by the State of Florida and have least three (3) years overall, and two (2) years in the last five (5) years' experience as a licensed Operator for Water and/or Wastewater Treatment Plants. This certification shall be provided to the Contract Manager or designee, within 10 days of the Operator's assignment to a Plant.
- 2.9.3** Operators shall comply with the Department's Attachment VI, Security Requirements on institutional security policies. Violations of these rules could result in termination of the Contract. The Bidder shall contact, within 10 days of execution of the Contract, the Plants listed in Attachment I, Geographic Locations and Specific Service Requirements, to obtain a copy of any specific security procedures related to each. Security procedures at any institution are stringent and necessary. No additional compensation will be made for staff time required in adhering to security requirements
- 2.9.3.1** The Bidder's staff shall provide each Plant with the following items before entering the compound:
- a. A list of tools that the Bidder and/or designee will bring onto the institution or facility. These tools will be inventoried upon arrival and departure; and
  - b. Formal identification (driver's license or non-driver's license identification obtained from the Florida Department of Highway Safety and Motor Vehicles or equivalent State or federal agency).
- 2.9.3.2** The Bidder shall ensure that its Operators wear attire suitable for the performance of the services outlined herein.
- 2.9.3.3** Operators shall be subject to searches of their person and/or their vehicle or searches of equipment and/or products at any time at the discretion of the Department.
- 2.9.3.4** Operators may be denied access to the Plant at the discretion of the Department's Contract Manager, or designee, the institution's Warden, or the Maintenance Superintendent.

## **2.10 Bidder Staff Employment Regulations**

- 2.10.1** Operators assigned to provide services in any Contract(s) 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 Bidder 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 Bidder. The Department shall not confirm to the Bidder the existence or nonexistence of any criminal history record information. In order to carry out this records check, the Bidder shall provide, the following data for any individual Bidder or subcontractor's Operators assigned to the Contract: Full Name, Race, Gender, Date of Birth, Social Security Number, Driver's License Number and State of Issue. Operators shall submit to fingerprinting by the Department for submission to the Federal Bureau of Investigation (FBI). The Bidder shall not consider new employees to be on permanent status until a favorable report is received by the Department from the FBI. All subcontractors must fulfill this background screening as the Bidder itself.

- 2.10.2** The Bidder shall ensure that the Department's Contract Manager, or designee, is provided the information needed to have the NCIC/FCIC background check conducted prior to any new Operators being hired to provide the services outlined in this ITB or any subsequent Contract(s). The Contract shall not assign any individual to provide services as outlined in this ITB, who has not had an NCIC/FCIC background check and fingerprinting conducted and approved by the Department.
- 2.10.3** No person who has been barred from any Department correctional institution shall provide services under this ITB or any Contract.
- 2.10.4** The Bidder shall not permit any individual to provide services as outlined in this ITB who is under supervision or jurisdiction of any parole, probation, or correctional authority. Persons under any such supervision may work for other elements of the Bidder's agency that are independent of the contracted services. The objective of this provision is to ensure that no employee of the Bidder, under any such legal constraint, has contact with or access to any records of Department inmates who are sentenced to sites included referenced herein.

A criminal history does not automatically preclude the Bidder from hiring or utilizing the proposed employee. However, the Department reserves the right to review the criminal history prior to a final hiring decision in such cases. Generally, two (2) years with no criminal history is preferred. The Bidder shall make a full written report to the Department's Contract Manager, or designee, immediately upon discovery whenever an employee has a criminal charge filed against them, is arrested, or receives a Notice to Appear for violation of any criminal law involving a misdemeanor, or felony, or ordinance (except minor violations for which the fine or bond forfeiture is two hundred dollars (\$200) or less), is convicted or when the Operator has knowledge of any violation of the laws, rules, directives or procedures of the Department.

- 2.10.5** The Bidder shall disclose any business or personal relationship a Bidder staff person, officer, agent, or potential hire may have with anyone presently incarcerated or under the supervision of the Department.
- 2.10.6** None of the Operators assigned to provide services under any Contract may be a convicted felon or have relatives either confined by, or under supervision of, the Department unless an exception is granted at the Department's exclusive option.
- 2.10.7** The Bidder shall ensure, at no cost to the Department, that all Operators performing services, or regularly accessing the Department's institutions are screened and/or tested for tuberculosis (Tb), as required by Department Procedure 401.015, Employee Tb Screening and Testing, incorporated herein by reference, The Bidder shall maintain documentation of test completion in staff files and are subject to review upon the Department's request.

## **2.11 Reporting Requirements**

In accordance with each institution's DEP Permit(s), the Operator shall submit all required, fully completed forms to DEP and the local water management district with copies to the Department's Contract Manager, or designee according to the DEP Permit(s). All documentation pertaining to all services completed in relation to this ITB or any Contract is the property of the Department and shall be kept at the Water and/or Wastewater Treatment Plant.

- 2.11.1** On a daily basis, the Operator shall complete in its entirety, Attachment VII, Daily Report.
- 2.11.2** On a weekly basis, the Operator shall provide to the correctional institution's Maintenance Superintendent and the Department's Contract Manager, or designee, all copies of Attachment VII, Daily Report. Copies of these reports shall also be submitted with the awarded Bidder's monthly invoices, as indicated in Section 3.5 of this ITB.
- 2.11.3** On a monthly basis, the Fulltime Water Operator and a Fulltime Wastewater Operator must submit Monthly Operating Reports (MOR) and/or Discharge Monitoring Reports (DMR) as required by DEP in the permit issued for the assigned Plant. Two (2) copies of these reports shall be provided to the Department, one (1) copy shall be submitted to the Contract Manager, and the other copy shall be kept at the Plant. Copies of these reports shall also be submitted with the awarded Bidder's monthly invoices, in the month corresponding with the report's due date.
- 2.11.4** On an annual basis, the Fulltime Water Operator and a Fulltime Wastewater Operator must submit the DEP required Annual Water Use Reporting Form (Attachment VIII), Residuals Annual Summary and Annual Water Re-use Reports to the local water management district by the date required. The Operator must also provide a copy to the Department's Contract Manager, or designee, and the institution's Maintenance Superintendent according to the DEP Permit(s). Copies of these reports shall also be submitted with the awarded Bidders monthly invoices, in the month corresponding with the report's due date.

- 2.11.5** The Operator shall email the Department's Contract Manager, or designee, and the institution's Maintenance Superintendent, within 60 minutes of noting that maintenance is required or will be required in the near future for equipment. The Operator shall report the need for Maintenance on the Daily Report (Attachment VII).
- 2.11.6** A Fulltime Water Operator and a Fulltime Wastewater Operator shall compile and submit any and all other reports which may be required by any regulatory agency regarding the contracted Plant(s) such as residuals annual summaries and annual reuse reports for the Plants that are required by DEP.
- 2.11.7** The Bidder shall provide a monthly Staff Schedule Report to the Department Contract Manager, or designee, with a detailed Monthly Master Operator Schedule, for each Plant, for the categories specified in Attachment II- Price Page: Fulltime Water Operator Monthly Rate (if applicable); Fulltime Wastewater Operator Monthly Rate (if applicable); Water Operator Service Call Weekday Rate; Water Operator Service Call Weekend Rate; Wastewater Operator Service Call Weekday Rate; Wastewater Operator Service Call Weekend Rate; and Call-Back Hourly Rate, to ensure services are completed for each of the Department's Plants included in the Contract. The Monthly Master Operator Schedule shall be submitted to the Department's Contract Manager, or designee by the 15<sup>th</sup> of the month prior to the month listed on the Monthly Master Operator Schedule.

## **2.12 Deliverables**

The following services or service tasks are identified as deliverables for the purposes of the Contract(s):

- 2.12.1** The Bidder shall provide Operator(s) for Water and/or Wastewater Treatment services at the Department's correctional institutions, in accordance with Section 2.0.
- 2.12.2** The Operator submit all reports in accordance with Section 2.11, Reporting Requirements.

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

Listed below are the key Performance Expectations, and Standards deemed most crucial to the success of the overall desired service delivery. The Bidder shall ensure that the stated performance expectations and standards (level of achievement) are met. **All performance shall be measured on a monthly basis.**

### 2.13.1 Performance Measure #1 – Daily Tasks

**Expectation:** All daily service tasks shall be completed in accordance with Sections 2.5.9, 2.5.10, 2.5.11, 2.5.12, 2.6, 2.7, 2.11.1, 2.11.2, and 2.11.5, and as documented on Attachment VII, Daily Reports.

**Measure Duration:** A monthly comparison will be made of the daily reports submitted to the Department's Contract Manager, or designee, and any emails submitted to the Department's Contract Manager in accordance with 2.5.11 and 2.11.5, with the Plant's Daily Operations Logs in the control room.

**Standard:** 95% of all daily tasks shall be completed in accordance with Sections 2.5.9, 2.5.10, 2.5.11, 2.5.12, 2.6, 2.7, 2.11.1, 2.11.2, and 2.11.5, per institution, per month, as well as the DEP Permit(s) and Department rules and regulations associated with each correctional institution as outlined in Attachment I, Geographic Locations and Specific Service Requirements.

**Financial Consequence:** If the Bidder fails to meet the performance expectation as outlined above, the Department will assess financial consequences in the amount of \$500.00 per month, per institution below 95% completion rate, for failure to perform daily operational tasks as set out in accordance with Sections 2.5.9, 2.5.10, 2.5.11, 2.5.12, 2.6, 2.7, 2.11.1, 2.11.2, and 2.11.5, and the correctional institution's DEP Permit(s).

### 2.13.2 Performance Measure #2 – Monthly Operating Report and Annual Report for Fulltime Water Operators and Fulltime Wastewater Operators

**Expectation:** All required monthly service tasks, Monthly Operating Reports and the Annual Report shall be completed in accordance with Sections 2.11.3, 2.11.4, 2.11.6, and the specific DEP Permit(s) and Department rules and regulations for each institution's Plant.

**Measure Duration:** Compare the Monthly and Annual Water Use reports submitted to local water management districts and DEP in accordance with Sections 2.11.3, 2.11.4, and 2.11.6 with requirements stated in Attachment I, Geographic Locations and Specific Service Requirements.

**Standard:** All Monthly and Annual Water Use reports shall be submitted in accordance with the specific DEP Permit(s) and Department rules and regulations for each respective correctional institution's Plant.

**Financial Consequence:** If the Bidder fails to meet the performance measure as outlined above, the Department will assess financial consequences in the amount of \$100.00 per day for each day after the due date the Bidder fails to submit the Monthly Operating Report and \$1,000.00 per day for each day after the due date the Bidder fails to submit the Annual Report accordance with Sections 2.11.3, 2.11.4, and 2.11.6 and the correctional institution's DEP Permit(s).

### **2.13.3 Performance Measure #3 – Certification and Licensure**

**Expectation:** The Bidder shall ensure each Operator maintains the appropriate level of certification and licensure to complete all Water and/or Wastewater Treatment Operator services throughout the term of any Contract.

**Measure:** The Department's Contract Manager, or designee, shall receive a copy of the Operator's DEP certification and licensure to ensure compliance with any resulting Contract requirements within 10 days of Contract execution, and before services commence at any correctional institution, in accordance with Sections 2.5.6 and 2.9.2.

**Standard:** All Operators shall maintain the appropriate certification and license level(s) and be in good standing with DEP.

**Financial Consequence:** If any Operator performing services fails to meet the certification and licensure in the Performance Standard, as outlined above, 0.5% of the annual Contract value will be assessed per Operator, per week, until such time as the appropriate certification and/or license is issued, remains in good standing and a copy of the license is provided to the Department, or a properly licensed Operator is provided.

### **2.14 Performance Standards**

The standard for each Performance Measure must be met for the amount of time 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, and the Department's Contract Manager, or designee, shall determine if reasons beyond the Bidder's control contributed to the failed Performance Measure.

By responding to this ITB, 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. Financial Consequences will be deducted from amounts due on the invoice.

By execution of any Contract(s), the awarded Bidder hereby acknowledges and agrees that its performance under any Contract(s) shall meet the standards set forth herein. Any failure by the awarded Bidder to achieve the Performance Measures identified will result in assessment of 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.

### **2.15 Monitoring and Evaluation Methodology**

The Department's Contract Manager, or designee, in consultation with each institution's Maintenance Superintendent, shall monitor the Bidder's service delivery to determine if the Bidder has achieved the required level of performance for each Performance Measure identified in Section 2.13. If the Department determines that the Bidder has failed a Performance Measure, the Bidder shall be contacted by the Department's Contract

Manager, or designee, to address the non-compliant service delivery. The Bidder shall correct all identified non-compliant service delivery related to failure to meet the Performance Measures within 30 calendar days of notice.

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

- a. Site visits (announced and/or unannounced);
- b. Reviews of reports to ensure submittal of all required forms to DEP and the local management district have been completed; and
- c. Desk reviews of records related to service delivery (shall include any documents and databases pertaining to the Contract and may be based on all documents and data, or a sampling of same whether random or statistical).

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

### **3.1 Addition/Deletion of Items or Locations**

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

### **3.2 Records and Documentation**

All documentation pertaining to this Contract is the property of the Department and is to be kept at the institution's Plant(s).

To the extent that information is utilized in the performance of the 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 Bidder 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 term, then 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 resulting Contract. Pursuant to Section 287.058(1)(c), F.S., the Department is allowed to unilaterally cancel the resulting 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 resulting Contract, unless the records are exempt from Section 24(a) of Art. I of the State Constitution and Sections 119.07(1) and 119.071, F.S.

The Bidder further agrees to hold the Department harmless from any claim or damage including reasonable attorney's fees and costs or from any fine or penalty imposed as a result of failure to comply with the public records law or improper disclosure of



confidential information and promises to defend the Department against the same at its expense.

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

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

### **3.4 Vendor Ombudsman**

A Vendor Ombudsman has been established within the Florida Department of Financial Services. The duties of this office include acting as an advocate for Vendors who may be experiencing problems in obtaining timely payment(s) from a State agency. The Vendor Ombudsman may be contacted by calling the Florida Department of Financial Services at (850) 413-5516 or toll-free at 800-342-2762.

### **3.5 Payment and Invoicing**

The Contract will be at a fixed-rate. The Department will compensate the Bidder for services, as specified in Attachment II, Price Page. All charges must be billed in arrears, in accordance with Section 215.422, F.S.

The Bidder agrees to request compensation, on a monthly basis, through submission of a properly completed invoice within 10 calendar days following the end of the previous month of service delivery. Invoices must be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Invoices must be accompanied by the required monthly summary reports as outlined in Section 2.11, Reporting Requirements, and shall be submitted to the Department's Contract Manager, or designee.

The Bidder's invoice shall include the Bidder's name, Contract number, invoice number, federal employer identification number (FEIN), unit rates in accordance with the Cost Information Sheet, description of service, dates of service, and the total amount of invoice.

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

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

The General Instructions to Respondents are outlined in form PUR 1001 and are incorporated in this ITB by reference. The PUR 1001 is available as a downloadable document at <http://dms.myflorida.com/content/download/2934/11780>. 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 Bid response.

### **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://www.myflorida.com/apps/vbs>.

Christian DeRocco, Procurement Officer  
Bureau of Procurement  
Florida Department of Corrections  
501 South Calhoun Street  
Tallahassee, FL 32399-2500  
Telephone: (850) 717-3700  
Email: [Purchasing@fdc.myflorida.com](mailto:Purchasing@fdc.myflorida.com)

Between the release of the solicitation, and the end of the 72-hour period following posting of notice of intention to award (72-hour period excludes Saturdays, Sundays, and State holidays), 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 this solicitation. 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 contact the Bureau of Procurement at (850) 717-3700, at least five (5) days prior to any pre-solicitation conference, solicitation opening or public meeting. For the hearing or speech impaired, please contact the Bureau of Procurement by using the Florida Relay Service, which can be reached at 1-800-955-8771 (TDD).

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

Neither the Department nor the State of Florida is liable for any costs incurred by a 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. The 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 adhere to the following:

- 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 marked clearly on the outside of the envelope/package.
- 3) It is the Bidder's responsibility to ensure its Bid submitted is delivered to the proper place and time, as stipulated in the Timeline. The Department's clocks will stamp Bids when received and provide the official time for Bid opening.
- 4) Late Bids will not be accepted and will not be opened.
- 5) A Bidder shall submit one (1) original Bid in paper format, and one (1) electronic copy in searchable PDF format on a CD/DVD or flash drive (not password protected). The electronic copy must contain the entire Bid, as submitted, including all supporting and signed documents. If the Bidder chooses to submit a redacted copy of their Bid, as outlined in Section 4.18, the Bidder should submit one (1) redacted hard copy and one (1) redacted electronic copy, in searchable PDF format (in addition to the non-redacted version), on a CD/DVD or flash drive (not password protected).

#### **4.5 Price Page**

The Bidder shall complete, sign, date, and return Attachment II, Price Page. By submitting a Bid(s) in response to this ITB, each Bidder warrants its agreement to the prices provided and will hold pricing as Bid throughout the Contract term. Bids should be submitted with the most favorable pricing terms the Bidder can offer the State. Any modifications, qualifications, counteroffers, deviations, or challenges will not be accepted and may render a Bid non-responsive.

Bids must be firm prices and be inclusive of all packaging, handling, shipping and delivery charges, environmental and fuel service fees, and any other relevant and related charges.

If a submitted Attachment II, 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.

#### **4.6 Mandatory Responsiveness Requirements**

The following responsiveness requirements must be met by the Vendor to be considered responsive to this ITB. These responsiveness requirements are mandatory. Failure to meet these responsiveness requirements will cause a Bid to be deemed non-responsive. Copies of non-responsive Bids will be retained in the resulting ITB file.

- 4.6.1** It is mandatory that the Bid is received by the Department by the date and time specified in the Timeline.

**4.6.2** It is mandatory that the Vendor sign, have certified by a notary public, and return Attachment IV, Certification/Attestation, and Attachment V, Vendor's Reference Form.

**4.6.3** All Bidders must submit the following mandatory documentation with their Bid. Any Bid rejected for failure to meet Mandatory Responsiveness Requirements will not be reviewed further.

- 1) Price Page – Attachment II
- 2) Bidder's Contact Information and Certification – Attachment III
- 3) Certification/Attestation Form- Attachment IV
- 4) Certification of a Drug-Free Workplace Program form– Attachment V

#### **4.7 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 or returned. The Department shall have the right to use any or all ideas or adaptations of the ideas presented in any Bid. The selection or rejection of a Bid shall not affect this right.

#### **4.8 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.

#### **4.9 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 Bids, or separable portions thereof, and to waive any Minor Irregularity, technicality, or omission(s) if the Department determines that doing so will serve its best interest(s). The Department may reject any Bid not submitted in the manner specified in this ITB. Material Deviations cannot be waived and shall be the basis for determining a Bid non-responsive. A Minor Irregularity will not result in a rejection of a Bid.

#### **4.10 Basis of Award**

An award shall be made to the Responsible Bidder with the lowest Grand Total for each Region, as specified in Attachment II, Price Page. The Bidder is required to bid all institutions within each Region in order for their Bid to be considered responsive for that Region. The Bidder does not have to bid all Regions for their Bid to be considered responsive.

In the event the Bidder with the lowest Grand Total for each Region is found non-responsive, the Department may proceed to the next Responsible Bidder with the lowest Grand Total for each Region and continue the award process.

#### **4.11 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.

#### **4.12 Bid Rules for Withdrawal**

A Bid may be withdrawn by submitting a written request for its withdrawal to the Department's Procurement Officer. 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 other Bid shall remain valid for 180 days from the Bid's opening date.

#### **4.13 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, the information will be posted on the Florida Vendor Bid System (<http://www.myflorida.com/apps/vbs>).

Interested Bidders are responsible for monitoring this site for new, changing, or clarifying information relative to this ITB.

#### **4.14 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 the posting of the Notice of Agency Decision, may result in rejection of that Bidder's Bid.

#### **4.15 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.

#### **4.16 State Licensing Requirements**

As applicable, all entities defined under Chapters 607, 617, or 620, F.S., seeking to do business with the Department shall be on file and in good standing with the Florida Department of State or provide certification of exemption from this requirement.

#### **4.17 MyFloridaMarketPlace (MFMP)**

Each Bidder doing business with the State of Florida, as defined in Section 287.012., F.S. shall maintain an active registration in the MFMP Vendor Information Portal (VIP) unless exempted under Rule 60A-1.031, Florida Administrative Code (F.A.C.). A Bidder not currently registered in the MFMP VIP system shall do so within five (5) days of award, unless otherwise exempt.

Registration may be completed at <http://vendor.myfloridamarketplace.com>. Those needing assistance may contact the MFMP Customer Service Desk at 1-866-352-3776 or [vendorhelp@myfloridamarketplace.com](mailto:vendorhelp@myfloridamarketplace.com).

Pursuant to Section 287.057(22), F.S. and Rule 60A-1.031, F.A.C., all Bidder payments shall be assessed a transaction fee of 1% unless otherwise exempt. This transaction fee is non-refundable, and failure of a Bidder to pay as required may result in that Bidder being excluded from conducting future business with the State.

#### **4.18 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 (both printed copy and a searchable PDF document on a CD/DVD or flashdrive) 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.

#### **4.19 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.gov/employers>, 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.

#### **4.20 Vendor Substitute W-9**

The Florida Department of Financial Services (DFS) requires all Bidders that do business with the State to electronically submit a Substitute W-9 Form to <https://flvendor.myfloridacfo.com>. Forms and answers to frequently asked questions are located on that website once a registration has been completed. DFS is ready to assist Bidders with additional questions and may be reached by contacting (850) 413-5519, or [FLW9@myfloridacfo.com](mailto:FLW9@myfloridacfo.com).

#### **4.21 Scrutinized Companies Certification**

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

#### **4.22 Cooperation with the Florida Senate and Florida House of Representatives**

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

#### **4.23 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 Sections 295.187, 287.082, 287.084 and 287.087 F.S.

#### **4.24 Rejection of Bids**

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

#### **4.25 Inspector General**

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

#### **4.26 Protest Procedures**

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

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## **SECTION 5.0 SPECIAL CONDITIONS**

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

The General Contract Conditions are outlined in form PUR 1000 and incorporated in this ITB by reference. The PUR 1000 is available as a downloadable document at <http://dms.myflorida.com/content/download/2933/11777>. 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 a Bid response.

### **5.2 Modifications after Contract Execution**

During the term of the Contract, the Department may unilaterally require changes (altering, adding to, or deducting from the specifications) provided such changes are within the general scope of this solicitation. If the Department's change in specifications has an affect on the cost or time of performance, the Bidder may request an equitable adjustment in the price(s) or delivery date(s). Such equitable adjustments require the express written approval of the Department.

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

### **5.3 State Initiatives**

#### **5.3.1 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, Bidders may contact the Department of Management Services', Office of Supplier Diversity at (850) 487-0915.

The State is dedicated to fostering the continued development and economic growth of minority-owned, women-owned, and service-disabled veteran-owned business enterprises. Participation by a diverse group of Vendors doing business with the State is central to this effort. To this end, it is vital that minority-owned, women-owned, and service-disabled veteran-owned business enterprises participate in the State's procurement process as both Bidders, 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/](http://dms.myflorida.com/other_programs/office_of_supplier_diversity_osd/)

Documentation regarding Diversity in Contracting must be submitted to the Department's Contract Administrator and should identify participation by diverse Bidders and suppliers as prime Bidders, 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, if applicable, and must include the period covered, the name, minority code and Federal Employer Identification Number of each minority-owned/service-disabled veteran-owned Bidder 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.

### **5.3.2 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 commodities 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 thresholds must have a valid and current Hazardous Waste Generator Identification Number. This identification number shall be submitted as part of the Bidder's explanation of its hazardous waste plan and shall explain, in detail, its handling and disposal of this waste.

## **5.4 Subcontracts**

The Bidder may, with the 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 the performance of any of its functions under the Contract, shall in any way relieve the Bidder of any responsibility for the performance of its duties. All subcontractors, regardless of function, who provide services on Department property, shall comply with the Department's security requirements, including background checks, and all other resulting Contract requirements. All payments to subcontractors shall be made by the Bidder. The Department is only authorized to pay the awarded Bidder for any services or commodities provided under the Contract.

If a subcontractor is utilized by the Bidder, the Bidder shall pay the subcontractor within seven (7) business days after any payment is received from the Department, in accordance with Section 287.0585, F.S. It is understood, and agreed upon, that the Department shall not be held accountable to any subcontractor for any expenses or liabilities incurred under the subcontract, and that the Bidder shall be solely responsible to the subcontractor for all expenses and liabilities under the Contract resulting from this ITB. If the Bidder fails to pay the subcontractor within seven (7) business days, the Bidder shall pay a penalty to the subcontractor in the amount of one-half (½) of one percent (1%) of the amount due, per day, from the expiration of the period allowed

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

## **5.5 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, shall be entitled to use the copyright, patent, or trademark without the prior written consent of the Department of State.

The Department shall have unlimited rights to use, disclose or duplicate, for any purpose whatsoever, all information and data developed, derived, documented, or furnished by the Bidder. All computer programs and other documentation produced as part of the Contract shall become the exclusive property of the 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 Bidder without express written permission of the Department.

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

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

## **5.6 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.

## **5.7 Assignment**

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

## **5.8 Severability**

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

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

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

## **5.10 Employment of Department Personnel**

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

## **5.11 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 thereto, and shall govern any and all claims and disputes which may arise between person(s) submitting a Bid 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.

## **5.12 Insurance**

The Bidder agrees to continuously provide adequate, comprehensive insurance coverage, and to hold such insurance at all times during the existence of the Contract. 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. At a minimum, such insurance shall include workers' compensation and employer's liability insurance, per Florida statutory limits, covering all employees engaged in any work under the Contract; commercial general liability coverage; and automobile liability insurance covering all vehicles, owned or otherwise, used in the Contract work. The Bidder may be required to furnish the Department written verification of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Department reserves the right to require additional insurance where appropriate.

If the Bidder is a State agency or subdivision as defined in Section 768.28, F.S., the Bidder shall furnish the Department, upon request, written verification of liability

protection in accordance with Section 768.28, F.S. Nothing herein shall be construed to extend any Bidder's liability beyond that provided in Section 768.28, F.S.

**5.13 Annual Appropriation**

The State of Florida's and the Department's performances and obligations to pay for services under any Contract, or PO, are contingent upon an annual appropriation by the Legislature. The costs of services paid under any other contract or from any other source are not eligible for reimbursement under the Contract.

**5.14 Tax Exemption**

The Department agrees to pay for commodities and/or services according to the conditions of the Contract. The State of Florida does not pay federal excise taxes or the sales tax on direct purchases of commodities or services, and pricing bid shall not include those taxes.

**5.15 Prison Rape Elimination Act (PREA)**

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

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**Attachment I – Geographic Locations and Specific Service Requirements  
ITB-20-029**

The four (4) Tables below outline the Florida Department of Environmental Protection's (DEP's) full-time, minimum required hours of service for each of the Department's Plants. This does not include any additional hours that may be required to meet the standards of the issued Permit(s) and/or other regulations.

**Table I:**

<b>Region I - Geographic Locations and Specific Service Requirements</b>								
<b>Name</b>	<b>Service</b>	<b>Operator Type</b>	<b>Class</b>	<b>DEP Permit #</b>	<b>Capacity (MGD- Millions Gallons Per Day)</b>	<b>Weekday</b>	<b>Weekend</b>	<b>Call-Back</b>
Apalachee Correctional Institute (CI) 35 Apalachee Drive Sneads, FL 32460 Telephone: (850) 718-0688	Water Operator Services	Fulltime	Class C	PWS 13200025	0.800 MGD	0.1 hour per day for five (5) days per week	0.1 hour for one (1) day	Response time within two (2) hours
Gulf CI 500 Ike Steel Rd. Wewahitchka, FL 32465 Telephone: (850) 639-1000	Water Operator Services	Relief	Class C	PWS 1234013	1.440 MGD	0.1 hours per day for five (5) days per week.	0.1 hour for one (1) day	Response time within two (2) hours
	Wastewater Operator Services	Relief	Class C	FLA010105	0.350 MGD	Three (3) hours per day for five (5) days	One (1) hour for one (1) day	Response time within two (2) hours
Gulf Forestry Camp 3222 DOC Whitefield Rd. Wewahitchka, FL 32465 Telephone: (850) 827-7412	Water Operator Services	Fulltime	Class C	PWS 1234011	0.396 MGD	0.1 hours per day for five (5) days per week	0.1 hour for one (1) day	Response time within two (2) hours
	Wastewater Operator Services	Relief	Class C	FLA010104	0.035 MGD	0.5 hours per day for five (5) days	0.5 hours for one (1) day	Response time within two (2) hours
Jefferson CI 1050 Big Joe Rd. Monticello, FL 32344 Telephone: (850)342-0500	Water Operator Services	Relief	Class C	PWS 2331185	0.720 MGD	0.1 hour per day for five (5) days per week	0.1 hour for one (1) day	Response time within two (2) hours
	Wastewater Operator Services	Relief	Class C	FLA011642	0.200 MGD	Six (6) hours per day for five (5) days per week	Six (6) hours per day for two (2) days	Response time within two (2) hours
Marianna Service Center 2980 Correctional Rd. Marianna, FL 32448 Telephone: (850) 482-9533	Water Operator Services	Relief	Class C	PWS 1320444	0.014 MGD	0.1 hour per day for five (5) days per week	0.1 hour for one (1) day	Response time within two (2) hours
	Wastewater Operator Services	Relief	Class C	FLA010128	0.0099 MGD	Two (2) visits per week	N/A	Response time within two (2) hours

**Table I continued:**

<b>Region I - Geographic Locations and Specific Service Requirements</b>								
<b>Name</b>	<b>Service</b>	<b>Operator Type</b>	<b>Class</b>	<b>DEP Permit #</b>	<b>Capacity (MGD- Millions Gallons Per Day)</b>	<b>Weekday</b>	<b>Weekend</b>	<b>Call-Back</b>
Northwest Florida Reception Center 4455 Sam Mitchell Dr. Chipley, FL 32428 Telephone: (850) 773-6100	Water Operator Services	Relief	Class C	PWS 1670733	2.361 MGD	0.1 hour per day for five (5) days per week	0.1 hour for one (1) day	Response time within two (2) hours
	Wastewater Operator Services	Relief	Class C	FLA010260	0.465 MGD	Three (3) hours per day for five (5) days per week	One (1) hour for one (1) day	Response time within two (2) hours
Okaloosa CI 3189 Colonel Greg Malloy Rd, Crestview, FL 32539 Telephone: (850) 682-0931	Water Operator Services	Relief	Class C	PWS 1464034	1.300 MGD	0.1 hour per day for five (5) days per week	0.1 hour for one (1) day	Response time within two (2) hours
	Wastewater Operator Services	Relief	Class C	FLA010202	0.225 MGD	Three (3) hours per day for five (5) days per week	0.5 hours for one (1) day	Response time within two (2) hours
Liberty CI 11064 NW Dempsey Barron Road Bristol, Florida 32321 (850) 643-9400	Water Operator Services	Full Time	Class C	1394001	0.288 MGD	0.1 hours per day for five (5) days per week	0.1 hour for one (1) day	Response time within two (2) hours
	Wastewater Operator Services	Full Time	Class C	FLA010179	0.280 MGD	3.0 hours per day for five (5) days per week	1.0 hours for one (1) day	Response time within two (2) hours
Jackson CI 5563 10 <sup>th</sup> St. (State Road 71) Malone, FL 32445-3144 Telephone: (850) 569-5260	Water Operator Services	Relief	Class C	PWS 1324074	0.864 MGD	0.1 hour per day for five (5) days per week	0.1 hour for one (1) day	Response time within two (2) hours
	Wastewater Operator Services	Relief	Class C	FLA010127	0.275 MGD	Three (3) hours per day for five (5) days per week	One (1) hour for one (1) day	Response time within two (2) hours
Walton CI 691 Institution Rd. Defuniak Springs, FL 32433 Telephone: (850) 951-1300	Wastewater Operator Services	Relief	Class C	FLA010254	0.225 MGD	0.5 hours per day for five (5) days per week	0.5 hours for one (1) day	Response time within two (2) hours

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**Table II:**

**Region II - Geographic Locations and Specific Service Requirements**

Name	Service	Operator Type	Class	DEP Permit #	Capacity (MGD- Millions Gallons Per Day)	Weekday	Weekend	Call-Back
Baker CI 20706 Highway 90 West Sanderson, FL 32087 Telephone: (386) 719-4500	Water Operator Services	Relief	Class C	PWS2021356	0.29 MGD	0.1 hour per day for five (5) days per week	0.1 hour for one (1) day	Response time within two (2) hours
	Wastewater Operator Services	Relief	Class C	FLA011332	0.29 MGD	Three (3) consecutive hours per day for five (5) days per week	One (1) hour on One (1) day	Response time within two (2) hours
Dinsmore Academy Work Release Center 13200 Old Kings Rd. N. Jacksonville, FL 32219 Telephone: 904-924-1700	Water Operator Services	Relief	Class C	FLA011332FLA011586	0.229 MGD	Three (3) consecutive hours per day for five (5) days per week	One (1) hour on One (1) day	Response time within two (2) hours
	Wastewater Operator Services	Relief	Class C	PWS2164401	0.02 MGD	0.1 hour per day for five days per week	0.1 hour for one day	Response time within two (2) hours
Columbia CI 216 S.E. Corrections Way Lake City, FL 32025 Telephone: (386) 754-7600	Wastewater Operator Services	Relief	Class C	FLA011418-001	0.525 MGD	Six (6) consecutive hours per day for five (5) days per week	Six (6) consecutive hours per day for two (2) days per week	Response time within two (2) hours
Florida State Prison 23916 NW 83 <sup>rd</sup> Ave. Raiford, FL 32026 Telephone: (904) 368-2500	Wastewater Operator Services	Relief	Class C	FLA113450	1.78 MGD	Sixteen (16) hours per day for five (5) days per week	Sixteen (16) hours per day for two (2) days per week	Response time within two (2) hours
Lancaster CI 3449 SW S.R. 26 Trenton, FL 32693 Telephone: (352) 463-4100	Water Operator Services	Relief	Class C	PWS 2210647	0.50MGD	0.1 hour per day for five (5) days per week	0.1 hour for one (1) day	Response time within two (2) hours
	Wastewater Operator Services	Relief	Class C	FLA011620	0.2499 MGD	0.5 hours per day for five (5) days per week	0.5 hour per day on one (1) day	Response time within two (2) hours
Taylor CI 8501 Hampton Springs Road Perry, FL 32348 Telephone: (850) 838-4000	Wastewater Operator Services	Relief	Class C	FLA011646	0.495 MGD	Six (6) consecutive hours per day for five (5) days per week	Six (6) hours per day for two (2) days per week	Response time within two (2) hours
Reception and Medical Center 7765 S. CR 231 Lake Butler, FL 32054 Telephone: (386) 496-6000	Water Operator Services	Relief	Class C	02-90-00092 PWS 2634222	2.275 MGD	0.1 hour per day for five (5) days per week	0.1 hour for one (1) day	Response time within two (2) hours



**Table II continued:**

<b>Region II - Geographic Locations and Specific Service Requirements</b>								
<b>Name</b>	<b>Service</b>	<b>Operator Type</b>	<b>Class</b>	<b>DEP Permit #</b>	<b>Capacity (MGD- Millions Gallons Per Day)</b>	<b>Weekday</b>	<b>Weekend</b>	<b>Call-Back</b>
Mayo CI Annex 8784 Highway 27 West Mayo, FL 32066 Telephone: (386) 294-4500	Water Operator Services	Relief	Class C	2-83-00160 PWS 2341182	0.622MGD	0.1 hour per day for five (5) days per week	0.1 hour for one (1) day	Response time within two (2) hours
	Wastewater Operator Services	Relief	Class C	FLA011646	0.495 MGD	Six (6) consecutive hours per day for five (5) days per week	Six (6) hours per day for two (2) days per week	Response time within two (2) hours

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**Table III:**

**Region III - Geographic Locations and Specific Service Requirements**

Facility Name	Service	Operator Type	Class	DEP Permit #	Capacity (MGD- Millions Gallons Per Day)	Weekday	Weekend	Call-Back
Avon Park CI 8100 County Road 64, East Avon Park, FL 33825 Telephone: (863) 453-3174	Water Operator Services	Relief	Class C	PWS 3532183	.5 MGD	0.1 hour per day for five (5) days per week	0.1 hour on one (1) day	Response time within two (2) hours
	Wastewater Operator Services	Relief	Class C	FL0040029	.5 MGD	Six (6) consecutive hours per day for five (5) days per week	One (1) visit per weekend day	Response time within two (2) hours
Hardee CI 6901 State Road 62 Bowling Green, FL 33834 Telephone: (863) 767-4500	Water Operator Services	Relief	Class C	PWS 6254754	1.440 MGD	0.1 hour per day for five (5) days per week	0.1 hours for one (1) day	Response time within two (2) hours
	Wastewater Operator Services	Relief	Class C	FLA012022	0.212 MGD	0.5 hours per day for five (5) days per week	0.5 hours for one (1) day	Response time within two (2) hours
Lowell CI 11120 NW Gainesville Rd. Ocala, FL 34482 Telephone: 352-690-8900	Wastewater Operator Services	Relief	Class C	PWS 3420386	2.16 MGD	0.1 hour per day for five (5) days per week	0.1 hours for one (1) day	Response time within two (2) hours
Marion CI 3269 NW 105 <sup>th</sup> Street Ocala, FL 34475 Telephone: (352) 401-6400	Water Operator Services	Relief	Class C	CUP 50911 PWS 3420387	2.16 MGD	0.1 hour per day for five (5) days per week	0.1 hours for one (1) day	Response time within two (2) hours
	Wastewater Operator Services	Relief	Class C	FLA010789	.750 MGD	Six (6) consecutive hours five (5) days per week	Six (6) consecutive hours per day for two (2) days.	Response time within two (2) hours
Lake CI 19225 US Highway Clermont, FL 34715 Telephone: (352) 394-6146	Water Operator Services	Relief	Class C	PWS 3350690	.648 MGD	0.1 hour per day for five (5) days per week	0.1 hour for one (1) day	Response time within two (2) hours
	Wastewater Operator Services	Relief	Class C	FLA010660	.18 MGD	Six (6) hours per day for five (5) days per week	0.5 hours per day for one (1) day	Response time within two (2) hours
Polk CI 10800 Evans Rd. Polk City, FL 33868 Telephone: (863) 984-2273	Water Operator Services	Relief	Class C	PWS6531426	1.15 MGD	0.1 hour per day for five (5) days per week	0.1 hour for one (1) day	Response time within two (2) hours
	Wastewater Operator Services	Relief	Class C	FLA013360	.313 MGD	Three (3) consecutive hours per day for five (5) days per week	One (1) hour per day for two (2) days	Response time within two (2) hours
Sumter CI 9544 County Road 476B Bushnell, FL 33513 Telephone: (352) 569-6100	Water Operator Services	Relief	Class C	PWS6601737	.750 MGD	0.1 hour per day for five (5) days per week	0.1 hour for one (1) day	Response time within two (2) hours
	Wastewater Operator Services	Relief	Class C	FLA013558	.350 MGD	Six (6) consecutive hours per day for five (5) days per week	Six (6) Consecutive hours per day for two (2) days	Response time within two (2) hours

**Table IV:**

Region IV - Geographic Locations and Specific Service Requirements								
Name	Service	Operator Type	Class	DEP Permit #	Capacity (MGD- Millions Gallons Per Day)	Weekday	Weekend	Call-Back
Charlotte CI 33123 Oil Well Rd. Punta Gorda, FL 33955 Telephone: (941) 833-8100	Water Operator Services	Relief	Class C	PWS 5084082	0.300 MGD	One (1) hour per day for five (5) days per week	0.5 hours for one (1) day	Response time within two (2) hours
	Wastewater Operator Services	Relief	Class C	FLA014130	0.250 MGD	Six (6) hours per day for five (5) days per week	Six (6) hours per day two (2) days	Response time within two (2) hours
Martin CI 1150 SW Allapattah Rd. Indiantown, FL 34956 Telephone: (772) 597-3705	Wastewater Operator Services	Relief	Class C	FLA013811	.350 MGD	Six (6) consecutive hours per day for five (5) days per week	Six (6) Consecutive hours per day for two (2) days	Response time within two (2) hours
Okeechobee CI 3420 NE 168 <sup>th</sup> St. Okeechobee, FL 34972 Telephone: (863) 462-5400	Water Operator Services	Relief	Class C	PWS4474497	0.84 MGD	Six (6) consecutive hours per day for five (5) days per week	0.1 hour per day for five (5) days per week	Response time within two (2) hours
	Wastewater Operator Services	Relief	Class C	FLA013940	0.200 MGD	Six (6) consecutive hours per day for five (5) days per week	0.5 hours per day for five (5) days per week	Response time within two (2) hours

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**Attachment II – Price Page  
ITB-20-029**

The Vendor shall provide cost information to perform all service and repairs as outlined in Section 2.0, SCOPE OF WORK. Costs provided shall be all-inclusive of parts, labor, tools, and travel. By submitting pricing below, the Vendor agrees that in the absence of an equitable price adjustment, renewal pricing will remain the same throughout the Contract.

<b>Region I</b>								
<b>Institution</b>	<b>Fulltime Water Operator Monthly Rate (A)</b>	<b>Fulltime Wastewater Operator Monthly Rate (B)</b>	<b>Water Operator Service Call Weekday Rate (C)</b>	<b>Water Operator Service Call Weekend Rate (D)</b>	<b>Wastewater Operator Service Call Weekday Rate (E)</b>	<b>Wastewater Operator Service Call Weekend Rate (F)</b>	<b>Call-Back Hourly Rate (G)</b>	<b>Total by Location (Sum of A-G)</b>
Apalachee CI		N/A			NA	NA		
Gulf CI								
Gulf Forestry Camp								
Jackson CI								
Jefferson CI								
Liberty CI								
Marianna Service Center								
Northwest Florida Reception Center								
Okaloosa CI								
Walton CI	N/A		N/A	N/A				
<b>GRAND TOTAL FOR REGION I</b>								

\_\_\_\_\_  
NAME OF VENDOR (COMPANY)

\_\_\_\_\_  
FEIN

Region II								
Institution	Fulltime Water Operator Monthly Rate (A)	Fulltime Wastewater Operator Monthly Rate (B)	Water Operator Service Call Weekday Rate (C)	Water Operator Service Call Weekend Rate (D)	Wastewater Operator Service Call Weekday Rate (E)	Wastewater Operator Service Call Weekend Rate (F)	Call-Back Hourly Rate (G)	Total by Location (Sum of A-G)
Baker CI								
Columbia CI	N/A		N/A	N/A				
Dinsmore WRC								
Lancaster CI								
Florida State Prison*	N/A		N/A	N/A				
Mayo CI								
Reception and Medical Center		N/A			N/A	N/A		
Taylor CI	N/A		N/A	N/A				
*16-hour operating Plant								
<b>GRAND TOTAL FOR REGION II</b>								

\_\_\_\_\_  
NAME OF VENDOR (COMPANY)

\_\_\_\_\_  
FEIN

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Region III								
Institution	Fulltime Water Operator Monthly Rate (A)	Fulltime Wastewater Operator Monthly Rate (B)	Water Operator Service Call Weekday Rate (C)	Water Operator Service Call Weekend Rate (D)	Wastewater Operator Service Call Weekday Rate (E)	Wastewater Operator Service Call Weekend Rate (F)	Call-Back Hourly Rate (G)	Total by Location (Sum of A-G)
Avon Park CI								
Hardee CI								
Lake CI								
Lowell CI		N/A			N/A	N/A		
Marion CI								
Polk CI								
Sumter CI								
<b>GRAND TOTAL FOR REGION III</b>								

\_\_\_\_\_  
NAME OF VENDOR (COMPANY)

\_\_\_\_\_  
FEIN

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<b>Region IV</b>								
<b>Institution</b>	<b>Fulltime Water Operator Monthly Rate (A)</b>	<b>Fulltime Wastewater Operator Monthly Rate (B)</b>	<b>Water Operator Service Call Weekday Rate (C)</b>	<b>Water Operator Service Call Weekend Rate (D)</b>	<b>Wastewater Operator Service Call Weekday Rate (E)</b>	<b>Wastewater Operator Service Call Weekend Rate (F)</b>	<b>Call-Back Hourly Rate (G)</b>	<b>Total by Location (Sum of A-G)</b>
Charlotte CI								
Martin CI	N/A		N/A	N/A				
Okeechobee CI								
<b>GRAND TOTAL FOR REGION IV</b>								

\_\_\_\_\_  
NAME OF VENDOR (COMPANY)

\_\_\_\_\_  
FEIN

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**Attachment III – Bidder’s Contact Information and Certification  
FDC ITB-20-029**

- I. The Bidder shall identify the contact information for Solicitation and Contractual purposes per the requested fields of the table below.

	<b>Bidder Contact Person For Solicitation Purposes</b>	<b>Bidder Contact Person for Contractual Purposes (should the Bidder be awarded)</b>
<b>Name:</b>		
<b>Title:</b>		
<b>Address: (Line 1)</b>		
<b>Address: (Line 2)</b>		
<b>City, State, Zipcode</b>		
<b>Telephone: (Office)</b>		
<b>Telephone: (Mobile)</b>		
<b>Fax:</b>		
<b>Email:</b>		

- II. Per Section 4.21, any company that submits a Bid for a Contract, or intends to enter into or renew a Contract with an agency or local governmental entity for commodities or services, of any amount, must certify that the company is not participating in a boycott of Israel. By signing below, the Bidder manifests this certification:

\_\_\_\_\_

Authorized Bidder Signature

\_\_\_\_\_

Date



**Attachment IV – Certification/Attestation Form  
FDC ITB-20-029**

1. **Business/Corporate Experience:** This is to certify that the Vendor has at least three (3) years overall of business/corporate experience, and two (2) years within the last five (5) years' experience in the provision of Water and/or Wastewater Treatment Operator services.
2. **Authority to Legally Bind the Vendor:**  
This is to certify that the person signing the ATTACHMENT II, Price Page and this Certification/Attestation Form is authorized to make this affidavit on behalf of the firm, and its owner, directors and officers. This person is the person in the firm responsible for the prices and total amount of this submittal and the preparation of the response.
3. **Statement of No Involvement:**  
This is to certify that the person signing the Bid has not participated and will not participate in any action contrary to the terms of this solicitation.
4. **Statement of No Inducement:**  
This is to certify that no attempt has been made or will be made by the Vendor to induce any other person or firm to submit or not to submit a Bid with regard to this solicitation. Furthermore, this is to certify that the Bid contained herein is submitted in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other non-competitive submission.
5. **Statement of Non-Disclosure:**  
This is to certify that neither the price(s) contained in this response, nor the approximate amount of this Bid have been disclosed, directly or indirectly, to any other Vendor or to any competitor.
6. **Statement of Non-Collusion:**  
This is to certify that the prices and amounts in this submittal have been arrived at independently, without consultation, communications, or agreement as to any matter relating to such prices with any other Vendor or with any competitor and not for the purpose of restricting competition.
7. **Non-Discrimination Statement:**  
This is to certify that the Vendor does not discriminate in their employment practices with regard to race, creed, color, national origin, age, gender, marital status, or disability.
8. **Unauthorized Alien Statement:**  
This is to certify that the Vendor does not knowingly employ unauthorized alien workers.
9. **Statement of No Investigation/Conviction:**  
This is to certify that Vendor, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last three (3) years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract. By signing below, the Vendor manifests this certification:

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

Name of Organization: \_\_\_\_\_

Signed by: \_\_\_\_\_

Title: \_\_\_\_\_

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

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**Attachment V – Certification of Drug-Free Workplace Program  
FDC ITB-20-029**

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 services that are being bid 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 being bid, 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 893, 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, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of applicable laws, rules, and regulations.

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

**Vendor Name:**

---

**Vendor's Signature:**

---

**Attachment VI – Security Requirements**  
**FDC ITB-20-029**

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

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

- 2) Do not leave keys in the ignition of motor vehicles. All vehicles must be locked and windows rolled up when parked on state property. Wheel locking devices may also be required.
- 3) All keys must be kept in pockets at all times.
- 4) Confirm with the Institutional Warden where construction vehicles should be parked.
- 5) Obtain formal identification (driver's license or non-driver's license identification obtained from the Florida Department of Highway Safety and Motor Vehicles or equivalent agency in another state), that must be presented each time Contractor staff enter or depart the Institution and as requested by Department staff.
- 6) Absolutely no transactions between Contract personnel and inmates are permitted. This includes, but is not limited to, giving or receiving cigarettes, stamps, or letters.
- 7) No communication with inmates, verbal or otherwise, is permitted without the authorization of the Institution's OIC.
- 8) Strict tool control will be enforced at all times. Tools within the Correctional Institution are classified as AA, A, or B. Class AA tools are defined as any tool that can be utilized to cut chain link fence fiber or razor wire in a rapid and effective manner. Class A tools are defined as those tools which, in their present form, are most likely to be used in an escape or to do bodily harm to staff or inmates. Class B tools are defined as tools of a less hazardous nature. Every tool is to be geographically controlled and accounted for at all times. At the end of the workday, toolboxes will be removed from the compound or to a

secure area as directed by the Department's security staff. The Contractor must maintain two (2) copies of the correct inventory with each toolbox, one (1) copy will be used and retained by the Department's security staff, who will search and ensure a proper inventory of tools each time the toolbox is brought into the Institution, the other copy will remain with the toolbox at all times. Tools should be kept to a minimum (only those tools necessary to complete the job). All lost tools must be reported to the Institution's Chief of Security (Colonel or Major) immediately. No inmate will be allowed to leave the area until the lost tool is recovered.

- 9) Approval must be obtained from the Institution's Chief of Security prior to bringing any powder-activated tools into the Institution. Strict accountability of all powder loads and spent cartridges must be maintained at all times.
- 10) All persons and deliveries to be on Department property will enter and exit by only one (1) designated route, to be determined by the Department, and subject to security checks at any time. As the security check of vehicles is an intensive and time-consuming (10-15 minutes) process, the Contractor should minimize the number of deliveries.
- 11) Establish materials storage and working areas with the Institution's Warden and/or Chief of Security.
- 12) Control end-of-day construction materials and debris. Construction materials and debris can be used by inmates as weapons or as a means of escape. Construction material will be stored in locations agreed to by Department security staff and debris will be removed or moved to a designated location. The contractor should arrange for the Department's security staff to inspect the project area before construction personnel leave. This will aid the Contractor in ensuring that necessary security measures are taken.
- 13) Coordinate with the Institution's Warden and Chief of Security regarding any shutdown of existing systems (gas, water, electricity, electronics, sewage, etc.). Institutional approval is required prior to shutting down any existing utility system. The Contractor should arrange for alternative service if required, and expeditious re-establishment of the shutdown system.
- 14) All Contractor staff and equipment will maintain a minimum distance of 100 feet from all perimeter fencing unless expressly authorized by the Institution's Warden.
- 15) For security purposes, a background check will be made upon all Contractor staff that provides services on the project.

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



**Attachment VII – Daily Report  
ITB-20-029**

**The Bidder shall SUBMIT COMPLETED DAILY REPORTS WEEKLY to the Correctional Institution's Maintenance Superintendent.**

Week of: \_\_\_\_\_ to \_\_\_\_\_

Facility: \_\_\_\_\_

Select One:                      \_\_\_\_\_ Water Plant                      PWS# \_\_\_\_\_  
   \_\_\_\_\_ Wastewater Plant                      FLA     \_\_\_\_\_

**Circle Day:**

MON	TUE	WED	THUR	FRI	SAT	SUN
-----	-----	-----	------	-----	-----	-----

Operator Name(s): \_\_\_\_\_

Operator License No(s): \_\_\_\_\_

Date: \_\_\_\_\_ Arrive: \_\_\_\_\_ AM/PM Depart: \_\_\_\_\_ AM/PM  
(mm/dd/yy) (time) (circle) (time) (circle)

Control Room Verification:                      \_\_\_\_\_                      \_\_\_\_\_  
(initials) (initials)

Work Accomplished: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Tests/Analyses Performed at Plant: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Samples Taken and Laboratory to Which Samples were Sent\*: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

List Any MCLs or Permit Exceedances (parameter and its value): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Existing/Anticipated Maintenance, Repair and Renovation Needs and Estimated Costs: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Emergency Repair(s): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Signature of Operator)

\* - All certified lab test results and chain of custody forms are to be attached to each MOR/DMR when submitted each month.

## Attachment VIII – Annual Water Use Reporting Form FDC ITB-20-029

Reporting Period (Year) \_\_\_\_\_

### ANNUAL WATER USE REPORTING FORM

Mail to: Northwest Florida Water Management District, Division of Resource Regulation  
152 Water Management Drive, Havana, Florida 32333-9700 – Telephone: (850) 539-5999

Permit Number: \_\_\_\_\_ Name of Permittee: \_\_\_\_\_

Person providing information: \_\_\_\_\_ Street Address: \_\_\_\_\_

County: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: \_\_\_\_\_

Total net annual acres irrigated: \_\_\_\_\_ Irrigation Period: From (Day & Month) \_\_\_\_\_ to (Day & Month) \_\_\_\_\_

Method of determining water use amounts (check applicable):  Flow Meter  Pump Run Time  Other (explain): \_\_\_\_\_

Provide any occurrences affecting reported pumping amounts (e.g., equipment malfunctions): \_\_\_\_\_

Measurement method (check applicable):  Inches per acre  Gallons per month  Other (explain): \_\_\_\_\_

System ID. Number	Source of Water	Crop Type	Net Acres	Total Water Used Per Month												Total
				Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
1.																
2.																
3.																
4.																
5.																
6.				Maximum Water Used Within Any 24 Hour Period Per Month												TOTAL
				Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	

Signature: \_\_\_\_\_ Telephone Number: \_\_\_\_\_ Date: \_\_\_\_\_