



FLORIDA DEPARTMENT OF CORRECTIONS

Bureau of Procurement

INVITATION TO NEGOTIATE (ITN)

FOR

PROPERTY PACKAGE PROGRAM

FDC ITN 18-029

RELEASED ON

January 18, 2018

By the:

**Florida Department of Corrections
Office of Financial Management
Bureau of Procurement
501 S. Calhoun Street
Tallahassee, FL 32399-2500
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TIMELINE
FDC ITN 18-029

EVENT	DUE DATE	LOCATION
Release of ITN	January 18, 2018	Vendor Bid System (VBS): http://vbs.dms.state.fl.us/vbs/main_menu
Deadline for Submission of Written Questions	January 25, 2018	Submit to: Florida Department of Corrections Bureau of Procurement Email: purchasing@fdc.myflorida.com <i>(reference solicitation number in subject line)</i>
Anticipated Posting of Answers to Submitted Questions	February 22, 2018	Vendor Bid System (VBS): http://vbs.dms.state.fl.us/vbs/main_menu
Sealed Replies Due and Opened	March 5, 2018	Florida Department of Corrections Bureau of Procurement, Nicole Branch 501 South Calhoun Street Tallahassee, Florida 32399
Evaluation Team Meeting	March 8, 2018	Florida Department of Corrections Bureau of Procurement 501 South Calhoun Street Tallahassee, Florida 32399
Anticipated Negotiations	April, 2018	Florida Department of Corrections Bureau of Procurement 501 South Calhoun Street Tallahassee, Florida 32399
Best and Final Offers (BAFOs) Due	May 1, 2018	Florida Department of Corrections Bureau of Procurement 501 South Calhoun Street Tallahassee, Florida 32399
Negotiation Team Meeting	May 14, 2018	Florida Department of Corrections Bureau of Procurement 501 South Calhoun Street Tallahassee, Florida 32399
Anticipated Posting of Intent to Award	June, 2018	Vendor Bid System (VBS): http://vbs.dms.state.fl.us/vbs/main_menu

SECTION 1 – DEFINITIONS

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

- 1.1 **Breach of Contract**: A failure of the Contractor to perform in accordance with the terms and conditions of the Contract which may result from this ITN.
- 1.2 **Contract**: The agreement which results from this ITN, between the awarded Vendor and the Department. This may be in the form of a purchase order.
- 1.3 **Contractor**: The organizational entity serving as the primary Contractor with whom a contract will be executed. The term Contractor shall include all employees, subcontracts, agents, volunteers, and anyone acting on behalf of, in the interest of, or for the Contractor.
- 1.4 **Contract Compliance Monitoring**: A comprehensive evaluation conducted a minimum of once every six months by the Department's Contract Manager or designee to document the Contractor's compliance with the terms of the Contract and to evaluate overall Contractor performance. Frequency of monitoring is at the discretion of the Department's Contract Manager, with satisfactorily functioning programs being monitored less frequently.
- 1.5 **Corrective Action Plan (CAP)**: A Contractor's comprehensive written response to any deficiencies discovered in the course of Contract Compliance Monitoring and plan for remediation of those deficiencies.
- 1.6 **Day**: Calendar day, unless otherwise stated.
- 1.7 **Department**: The State of Florida, Department of Corrections, is referred to in this solicitation document as "the Department."
- 1.8 **Inmate**: A person who is serving a state prison sentence and presently incarcerated with the Florida Department of Corrections.
- 1.9 **Property Package Program List**: Refers to the list of property available for families and friends of inmates to periodically purchase for inmates.
- 1.10 **Mandatory Responsiveness Requirements**: Terms, conditions or requirements that must be met by the Respondent to be responsive to this solicitation. These responsiveness requirements are **mandatory**. Failure to meet these responsiveness requirements will cause rejection of a reply. Any reply rejected for failure to meet mandatory responsiveness requirements will not be further reviewed.
- 1.11 **Master Canteen Products List**: The entire list of approved goods and merchandise sold through the canteens at Florida Department of Corrections' institutions. Canteen Operations are contracted separately.
- 1.12 **Material Deviations**: The Department has established certain requirements with respect to replies to be submitted by Respondents. The use of *shall*, *must* or *will* (except to indicate future events) in this ITN indicates a requirement or condition which may not be waived by the Department except where any deviation there from is not material. A deviation is material if, in the Department's sole discretion, the deficient response is not in substantial accord with this ITN's requirements, provides an advantage to one Respondent over other Respondents, or has a potentially significant effect on the quantity or quality of items or services reply, or on the cost to the Department. Material deviations cannot be waived and shall be the basis for deeming a reply non-responsive.

- 1.13 Minor Irregularity:** A variation from the solicitation terms and conditions which does not affect the price proposed or give the Respondent an advantage or benefit not enjoyed by the other Respondents or does not adversely impact the interests of the Department.
- 1.14 Responsible Vendor:** A vendor who has the capability in all respects to fully perform the Contract requirements and the integrity and reliability that will assure good faith performance.
- 1.15 Responsive Reply:** A reply submitted by a responsive and responsible Vendor that conforms in all material respects to the solicitation.
- 1.16 Subcontract:** An agreement entered into by the Contractor with any other person or organization that agrees to perform any performance obligation for the Contractor specifically related to securing or fulfilling the Contractor's obligations to the Department under the terms of the Contract resulting from this solicitation.
- 1.17 Successful Vendor/Contractor:** The entity that will be performing as the Contractor under any Contract resulting from this solicitation.
- 1.18 Vendor, Offeror and Respondent:** A legally qualified corporation, partnership or other entity submitting a reply to the Department pursuant to this solicitation.
- 1.19 Warden:** The individual responsible for management and oversight of the day-to-day operations of the institution.
- 1.20 Value-Added Service:** Additional services the Respondent may offer to provide, at no additional cost to the Department, in addition to providing services which meet the minimum service requirements and specifications of this ITN.

SECTION 2 – INTRODUCTION

2.1. Background

Pursuant to Chapter 945, Florida Statutes (F.S.), the Florida Department of Corrections (Department) is responsible for the supervisory and protective care, custody, and control of all inmates. The Department is the third (3rd) largest state prison system in the country, with a budget of \$2.4 billion, approximately 97,000 inmates and nearly 140,000 offenders on active community supervision. The Department has over 149 facilities statewide, including: 50 major institutions, 17 institutional annexes, seven (7) private prisons (operated by the Florida Department of Management Services and not included in the services procured under this ITN), 33 work camps, two (2) road prisons, one (1) forestry camp, one (1) boot camp, 19 contracted community release centers, 13 Department-run community release centers, and four (4) reentry centers.

The Department has divided the State into four (4) regions: Region I (the Panhandle), Region II (North Florida), Region III (Central Florida) and Region IV (South Florida). The corresponding facilities are included as Attachment IX, Facility List. Each major institution is supervised by a Warden, who has full responsibility for the operation of the institution and all associated satellite facilities. Each Warden reports to the Regional Director of Institutions for their assigned region.

2.2 Statement of Purpose

The Department is seeking replies from qualified Vendors with at least three (3) years of business/corporate experience within the last five (5) years in the provision of services similar in nature to the Property Package Program, for which two (2) years shall have been in a correctional or other security/law enforcement setting. The Department intends to award one Contract for all services contemplated in this ITN to the responsive,

responsible Respondent that offers the best value to the Department. The Department reserves the right to reject any and all replies.

The purpose of this program is to provide the opportunity for families and friends of the Department’s inmates to periodically purchase a property package for incarcerated family members or friends. The program will be offered no more than twice per calendar year (Spring/Summer and Fall/Winter). Contractors shall be responsible for order solicitation, collection of funds, packaging, and delivery of all orders to the Department’s correctional facilities located throughout the State of Florida.

Respondents shall be responsible for performing services in strict compliance with the requirements and rules, regulations and governance contained in this ITN. No deviations from the minimum service requirements shall be permitted without the prior written approval of the Department.

2.3 Procurement Overview

The Department has approximately 87,000 inmates in state operated facilities. A detailed listing of these facilities can be found in Attachment IX, Facility List. The following inmate housing statuses will not be eligible for this program:

Administrative Confinement (AC)/Self Harm Observation Status (SHOS)
Close Management I
Close Management II
Close Management III
Close Management (CM)
CM/SHOS
Crisis Stabilization Unit (CSU)
Disciplinary Confinement (DC)
DC/SHOS
Isolation – Medical
Corrections Mental Health Institutions (CMHI) Unit Beds
CMHI/Beds
Maximum Management
Reception/Orientation
Suicide Observation
TCU-Transitional Care Unit
CSU/TCU – Dual Usage

Currently, the Department receives these services from two (2) Vendors, who offer both food and property. During the 2016 Fall/Winter ordering period there were a total of 49,627 packages delivered and the total sales were \$3,697,371.70. During the 2017 Spring/Summer ordering period there were a total of 51,704 packages delivered and the total sales were \$3,781,087.10. During the 2017 Fall/Winter ordering period there were a total of 47,837 packages delivered and the total sales were \$3,564,197.05.

2.4 Term of Contract

It is anticipated that the initial term of any contract resulting from this ITN shall be for a five (5) year period. At its sole discretion, the Department may renew the Contract for up to an additional five (5) years, in whole or in part. The renewal shall be contingent, at a minimum, on satisfactory performance of the Contract by the Contractor as determined by the Department, and subject to the availability of funds. If the Department desires to renew the Contract resulting from this ITN, it will provide written notice to the Contractor no later than 30 days prior to the Contract expiration date.

2.5 Pricing Methodology

The Department is seeking pricing that will provide the best value to the State and to inmate friends and family. Therefore, interested Vendors must submit a Cost Reply, utilizing the Price Information Sheet, Attachment I. Vendors are encouraged to submit a Cost Reply in such a manner as to offer the most cost effective and innovative solution for services and resources, as cost efficiency for the State will be a consideration in determining best value. Vendors must provide the Cost Reply in accordance with the instructions in Sections 4.8 and 4.9.

The Contractor will be responsible for all costs associated with the provision of the Property Package Program.

The Contract payment(s) will be based on the commission rate. To ensure the Department obtains services at the best value, the Department reserves the right, during the Negotiation phase, to consider alternate pricing models.

2.6 Resources

Please see the below links to the current Food and Property Program Contracts.

Contract – C2828

<https://facts.fldfs.com/Search/ContractDetail.aspx?AgencyId=700000&ContractId=C2828&Tab=1>

Contract – C2829

<https://facts.fldfs.com/Search/ContractDetail.aspx?AgencyId=700000&ContractId=C2829>

SECTION 3 – SCOPE OF WORK

For administrative purposes throughout this document, the Department is referring to a Respondent, Offeror or Vendor as “Contractor” and any contract to be issued as a result of this ITN as “the Contract” or “this Contract.” This does not mean or imply that any person or firm submitting a reply to the ITN as a Respondent, Offeror or Vendor will ultimately be awarded a contract or otherwise become a Contractor as that term is commonly understood. By utilizing the term “Vendor” and “this Contract” or “the Contract” throughout this ITN, the Department will be able to more quickly and efficiently transfer terms and conditions from this ITN document into a Contract document.

All services to be performed by, or under the direction of, the Contractor under any resultant Contract shall meet or exceed the minimum requirements outlined in this ITN. Under no circumstances shall service delivery meeting less than the minimum service requirements be permitted without the prior written approval of the Department; otherwise, it shall be considered that services will be performed in strict compliance with the requirements and rules, regulations and governance contained in this ITN and Respondents shall be held responsible therefore.

3.1 General Description of Services

The Contractor shall provide statewide Property Package Program services to the Department’s correctional facilities located throughout the State of Florida, as listed in Attachment IX, Facility List. The Contractor shall provide the program via a website capable of handling credit/debit card orders and a toll-free customer service number for family/friend inquiries, to check the status of an order, and to resolve complaints. Services shall meet or exceed the minimum requirements outlined in this Contract. The Contractor shall provide the products semi-annually from the Department-approved Master Property Program List, as listed in Attachment VIII, Master Property Program List and shall be responsible for order solicitation, collection of funds, and packaging and delivery of all orders to

the Department's facilities. No deviations from the minimum service requirements shall be permitted without the prior written approval of the Department's Contract Manager. The Contractor shall act in good faith in the performance of all Contract provisions.

3.2 Rules, Regulations and Governance

- 3.2.1** The Contractor shall provide all services in accordance with all applicable federal and state laws, rules and regulations, and Department's rules and procedures and Attachment VII, Department Security Requirements for Contractors. All such laws, rules and regulations, current and/or as revised, are incorporated herein by reference and made a part of the Contract resulting from this ITN. The Contractor and the Department shall work cooperatively to ensure service delivery is in complete compliance with all such rules and regulations.
- 3.2.2** The Contractor shall ensure that all Contractors' staff providing services under the resulting Contract complies with prevailing ethical and professional standards, and the laws, rules, procedures and regulations mentioned above.
- 3.2.3** Should any of the above standards, laws, rules or regulations, or Department procedures change during the course of the resulting Contract, the updated version will take precedence.
- 3.2.4** The Contractor shall pay for all costs associated with local, state, and federal licenses, permits and inspection fees required to provide services. All required permits and licenses shall be current, maintained on site and a copy submitted to the Department's Contract Manager, or designee, upon request.
- 3.2.5** The Contractor may enter into written subcontract(s) for performance of certain of its functions under this Contract. No subcontract, which the Contractor enters into with respect to performance of any of its functions under the resulting Contract, shall in any way relieve the Contractor of any responsibility for the performance of its duties. The Contractor shall ensure that all subcontractor agreements are approved in advance by the Department's Contract Manager, or designee, and shall contain provisions requiring the subcontractor to comply with all applicable terms and conditions of the Contract.
- 3.2.6** The Contractor agrees to modify its service delivery, including addition or expansion of the Property Package Program services in order to meet or comply with changes required by operation of law or due to changes in practice standards or regulations, or as a result of legal settlement agreement or consent order or change in the Department's mission. Any changes in the Scope of Services (with the exception of additions/deletions pursuant to Section 3.3) required to ensure continued compliance with State or Federal laws, statutes or regulations, legal settlement agreement or consent order or Department policy, will be made in accordance with Section 5.21, Contract Modifications.

3.3 Delivery Locations and Addition/Deletion of Locations and Items

- 3.3.1** Institutions/Facility Locations: The facilities to be included under this Contract are indicated in Attachment IX, Facility List.

3.3.2 Add/Delete Institutions/Facilities and Property: The Department reserves the right to add or delete institutions, facilities or the items included on Attachment VIII, Master Property Program List upon 30 calendar days' written notice. Such additions or deletions may be accomplished by letter and do not require a Contract amendment.

3.4 Contractor Responsibilities for the Property Package Program

3.4.1 Placing Orders

3.4.1.1 Orders for property packages may be placed by inmate family members and friends. Inmate family members or friends will place the order for the inmate by mail, fax, phone, or internet. The inmate family member or friend is also responsible for making payment with either an acceptable credit card or money order.

3.4.1.2 The Department will not be responsible for placing any orders or making any payments.

3.4.1.3 In order to enforce spending limitations, the Contractor shall provide an online interface to enter and document orders electronically via URL that can be accessed via the Department's webpage.

3.4.1.4 All orders shall be filled and packed at the Contractor's secure warehouse and sealed with a pre-printed tamper evident tape.

3.4.1.5 The Contractor shall notify family members and friends, prior to ordering, that orders should not exceed the property limitations established in Rule 33-602.201, Florida Administrative Code (F.A.C.), Inmate Property.

3.4.1.6 During the ordering period, the Contractor shall use the inmate's current housing status that is provided by the Department, on a nightly basis, using File Transfer protocol (FTP) technology, to determine the inmate's eligibility for the program.

3.4.1.7 During the ordering period, the Contractor shall track and ensure orders placed by family members and friends do not exceed the established threshold.

3.4.2 Minimum/Maximum Order

3.4.2.1 Individual orders shall be for a minimum of \$15.00.

3.4.2.2 Under no circumstances shall the total order amount per inmate exceed the \$100.00 threshold, excluding applicable county sales tax and shipping/handling fee, regardless of the number of packages they receive.

3.4.2.3 Multiple orders may be processed per inmate, but not exceed the \$100.00 threshold.

The Department reserves the right to increase/reduce spending limitations to adjust to security/institutional requirements over the course of the Contract term.

3.4.3 Product List, Pricing and Order Forms

- 3.4.3.1** The Contractor shall provide all products listed on Attachment VIII, Master Property Program List.
- 3.4.3.2** The Contractor may submit recommendations for additions/deletions of items for the Department-approved Property Package Program List on a semi-annual basis. Written justification must be included for all recommendations and the Contractor shall indicate whether the item(s) meet or do not meet religious restrictions and shall indicate if taxable or non-taxable. The Contractor shall provide an item description (including brand name, if applicable) and quantity or packaging information (i.e. number of items in a pack, etc.). The Department's Contract Manager will forward the request to the Department's Review Team who will review the request and make their written recommendations to the Secretary, or designee. A revised Department-approved Property Package Program List will be provided to the Contractor within 30 calendar days of approval by the Secretary, or designee. The Department reserves the right to approve or deny any such request based upon the best interests of the State of Florida and the Department and in keeping with security and other operational requirements.
- 3.4.3.3** The successful Contractor shall supply all order forms and posters necessary to cover the needs of the inmate population at each location, a minimum of two (2) weeks prior to placing orders. All order forms and posters shall be submitted to the Department's Contract Manager for prior approval.
- 3.4.3.4** The Department's final Master Property Package Program List will include Department-approved items and established fixed pricing for all items. The Contractor shall make all items contained on the final Master Property Package Program List available for purchase at the price(s) indicated. These prices shall be maintained by the Contractor, unless approved in writing by the Department's Contract Manager, or designee.

The Contractor may request price increases for individual products, as identified on the Master Property Package Program List, by submitting a letter to the Department's Contract Manager at least 90 days prior to the annual anniversary date of this Contract. If the Contractor fails to timely submit a price increase letter to the Department's Contract Manager by the required date, price increases will not be entertained by the Department until the following year's anniversary date. Price increase requests may only be submitted once a year.

The request for price increases must include written justification for the increase. The requested increase shall not exceed ten percent (10%) of the then-current selling price of the item for which a price increase is sought. Any price increase that results in the price of a product exceeding the fair market price will be denied, regardless of the percentage of increase requested. The Department will have the sole discretion to determine what percentage increase, if any will be allowed. The Department will have the option of approving the requested percentage; approving an increase, but at a lower percentage than requested; or denying the request entirely for any or all items for which a price increase is requested.

Price reduction changes shall also be made by letter and may be submitted at any time by the Contractor to the Department's Contract Manager. Price reductions will not become effective until approved, in writing, by the Department's Contract Manager and/or Review Team.

3.4.4 Advertising, Packaging, and Shipping

- 3.4.4.1** The Contractor may advertise the program at Department facilities by providing brochures to be distributed to the inmate population approximately 30 calendar days before the ordering period (see Section 3.5 for timelines). The Contractor may also place posters at the Visiting Parks for inmate family members and friends to become aware of the program during visitation days. No orders may be taken after this time period has elapsed. Program advertisement shall be limited to brochures, posters, and forms distributed to the inmate population.
- 3.4.4.2** The Department's Contract Manager's, or designee's, written approval is required prior to distribution of any brochure, poster, or form.
- 3.4.4.3** The Contractor shall provide each institution/facility with a numerical manifest for each shipment to each location listing the inmate's DC number, last name, first name, and location for all orders included in that shipment at least two (2) weeks prior to delivery. The manifest must be sorted in numerical sequence by inmate number and by location.
- 3.4.4.4** All shipments must be sealed in a clear perforated poly bag or other container that has been approved in writing by the Department's Contract Manager.
- 3.4.4.5** Packages must be clearly labeled with the inmate DC number, last name, first name, and location.
- 3.4.4.6** Packages must contain a pick-up ticket reflecting all items contained within.

3.4.5 Order Processing Requirements

- 3.4.5.1** The Contractor shall process orders and enforce item restrictions, limitation of product and quantity ordered, and impose any additional restrictions requested.
- 3.4.5.2** The Contractor shall also be able to enact and enforce spending limitations, frequency of orders, and inmate status limitations. In order to enforce spending limitations, the Contractor shall provide an online interface to enter and document orders electronically via URL that can be accessed via the Department's webpage.
- 3.4.5.3** The Contractor shall provide each institution/facility an Order Summary, including a list of all inmates that have had an order placed for the designated ordering period, no less than two (2) weeks before the delivery date. The individual institutions/facilities will verify that the inmate eligibility, location and housing assignment are valid and provide corrected information, if necessary. Contractor shall be responsible for correcting any shipping due to inmate reassignment prior to shipping of those orders.
- 3.4.5.4** The Contractor shall process all packages using a blind fill packing process. The process shall include the following:

3.4.5.4.1 The Contractor must restrict knowledge of identities of both package recipients and purchasers from staff responsible for assembling packages; and

3.4.5.4.2 The Contractor staff that are responsible for receiving orders, assigning order numbers and/or secure numerical identifiers for shipping security shall not be allowed to assemble packages.

3.4.5.5 The Contractor's packaging and shipping areas must be monitored by closed circuit television (CCTV). Video tapes or other medium providing a record of activities in packaging and shipping areas must be maintained for a minimum of 60 calendar days after delivery date. All recordings must provide a date and time stamp and the ability to identify Contractor staff.

3.4.5.6 The Contractor must provide name and identification information and past criminal history of all staff on demand. A current driver's license will be accepted as valid identification.

3.4.5.7 The Contractor shall allow inspections of facilities and merchandise by Department personnel without notice.

3.4.6 Shipment and Delivery of Orders

3.4.6.1 To reduce the burden on Department staff of administering the program, the Contractor will provide all resources needed for full delivery and distribution of packages within Department institutions/facilities. This includes the Contractor providing staff that will travel to each individual institution/facility and:

- 1) Coordinate all deliveries;
- 2) Ensure the inmate is still at that institution/facility;
- 3) Review each package to ensure all items were included and were not damaged in shipment;
- 4) Handle any discrepancies, returns, or credits needed; and
- 5) Facilitate the distribution of the packages to the inmates with FDC staff.

3.4.6.2 All orders may include a shipping and handling fee; however, this fee shall not exceed \$5.00 per order.

3.4.6.3 Contractor shall use a common carrier and/or Contractor-owned/leased vehicles to ship directly to the individual institutions/facilities.

3.4.6.4 Each shipment shall be presorted so that orders are shipped per one (1) housing location only. Multiple shipments may be made for a specific housing location, but should be clearly sorted by housing assignments. In the event a housing assignment has very few orders (5 or less), a single shipment may be used for multiple housing locations but orders must be labeled and organized in a manner that makes the housing location destination easily identified.

3.4.6.5 Delivery is to be coordinated with each institution/facility and should be shipped all at one time, unless the institution/facility has requested otherwise.

- 3.4.6.6** The Contractor is responsible for contacting each institution/facility and coordinating the shipment with the appropriate personnel.
- 3.4.6.7** Delivery shall be made at no cost to the Department. In the event the inmate has been reassigned to another institution/facility, the Contractor will be responsible for reshipping the package to the correct location.
- 3.4.6.8** All orders will be delivered and inventoried within the presence of the designated institutional employee(s).
- 3.4.6.9** Without exceptions, inmates will review the contents of their order and sign the pick-up ticket before leaving the distribution area.
- 3.4.6.10** The Contractor shall provide 2-part carbonless forms for the inmates use in the event that there is a shortage and/or damaged merchandise is received. The inmate will complete the form and the designated Department staff member will verify the discrepancy and initial the form. The Contractor's staff member will keep the original form and a copy will be provided to the inmate.
- 3.4.6.11** The Contractor will provide the institution/facility a self-addressed, stamped envelope for mailing discrepancies and/or complaints.
- 3.4.6.12** The Contractor must ship damaged or replacement merchandise within 72 hours of notification, at the Contractor's expense.

3.4.7 Customer Service

The Contractor shall establish a toll-free number to answer customer questions and to track the orders from inmate family members and friends. The toll-free number should be placed on all forms, posters, brochures, and online websites the Contractor maintains in support of this program.

3.5 Timeline of Tasks and Ordering Schedule

The Contractor shall have the capability to commence implementation of services no later than the 2018 Spring/Summer season.

The ordering schedule/timeline for the first year of the Contract will be as follows, with subsequent years following closely to the same timeline. Each year's ordering schedule will be provided to the Contractor by the Department's Contract Manager, or designee:

Spring/Summer Ordering Period	
June 15, 2018	Approval of Product List and Program advertisement literature by the Department
July 27 – August 27, 2018	Solicitation of Orders
September 10, 2018	Numerical Manifest by institution/facility to check location of inmates
September 24 – October 12, 2018	Delivery Period
October 15 – October 19, 2018	Re-route of orders due to last minute transfers
October 29, 2018	Refunds to families/friends if applicable
November 12, 2018	Commission check due to the Department
Fall/Winter Ordering Period	
December 7, 2018	Approval of Product List and Program advertisement literature by the Department

January 18 – February 18, 2019	Solicitation of Orders
March 4, 2019	Numerical Manifest by institution/facility to check location of inmates
March 18 – April 5, 2019	Delivery Period
April 8 – April 12, 2019	Re-route of orders due to last minute transfers
April 22, 2019	Refunds to families/friends, if applicable
May 6, 2019	Commission check due to the Department

3.6 Contractor’s Staff Requirements

3.6.1 General Administrative Requirements

The Contractor shall provide an adequate level of staffing for provision of the services outlined herein and shall ensure that staff providing services are highly trained and qualified. Additionally, the Contractor shall liaise with and maintain a good working relationship with the judiciary, criminal justice system, FDC staff, and the community, if required to support the Contract.

3.6.1.1 The Contractor or Contractor’s staff shall comply with Attachment VII, Department Security Requirements for Contractors on institutional and facility security policies. Violations of these rules could result in termination of the Contract. The Contractor shall contact, within 10 calendar days of execution of any contract which may result from this ITN, the institution(s) or facility(ies), within each region for which the Contract was awarded, to obtain a copy of any specific institutional or facility rules.

3.6.1.2 The Contractor shall NOT provide individuals possessing “temporary work visas” to fill positions under this Contract.

3.6.1.3 All Contractor/subcontractor staff providing services under the Contract shall have the ability to understand and speak English to allow for effective communication between Contractor staff and Department staff and inmates.

3.6.1.4 Contractor staff shall be subject to searches of their person, vehicle, or searches of equipment, and/or products at any time. The Contractor must permit inspection of their vehicles and search of Contract employees and representatives, and their personal possessions before being admitted or leaving State property. Violation of Department of Corrections’ Rule 33.602.203, F.A.C. Control of Contraband, and as defined in Section 944.47, F.S., is a felony and is punishable as provided by same.

3.6.1.5 Security procedures at any correctional institution or facility are stringent and necessary. This includes security screening when entering and exiting the institution or facility and may include a thorough inventory of tools and materials. The Contractor shall provide the institutional staff with a tool inventory sheet upon signing-in. No additional compensation will be made for time involved in adhering to security requirements.

3.6.2 Contractor Key Staff Administrative Positions and Responsibilities

The Contractor shall provide the following minimum key administrative staff positions in support of this Contract:

3.6.2.1 Chief Executive Officer (CEO) (or equivalent title) - The Chief Executive Officer is the highest-ranking officer in the Contractor's company or organization. The CEO must have a minimum of two (2) years' experience as CEO or comparable position.

3.6.2.2 Administrative Project Manager for Property Package Program Operation Services (or equivalent title) - The Administrative Project Manager is the individual who will have corporate responsibility for administration of the Contract. This individual must have a minimum of two (2) years' experience within the last five (5) years at a management level, providing direct administrative oversight of Property Package Program services or services similar to the services outlined herein.

3.6.3 Staff Conduct and Safety Requirements

When providing services to the inmate population or in a correctional environment, the Contractor's staff shall adhere to the standards of conduct prescribed in Chapter 33-208.002, F.A.C., and as prescribed in the Department's personnel policy and procedure guidelines, particularly rules of conduct, employee uniform and clothing requirements (as applicable), security procedures, and any other applicable rules, directives, regulations, policies and procedures of the Department.

In addition, the Contractor shall ensure that all staff adheres to the following requirements:

3.6.3.1 The Contractor's staff shall not display favoritism to, or preferential treatment of, one inmate or group of inmates over another.

3.6.3.2 The Contractor's staff shall not deal with any inmate except in a relationship that supports services under this 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 family member, friend, or close associate, no matter how trivial the gift or service may seem. The Contractor shall report to the Department's Contract Manager any violations or attempted violation of these restrictions. In addition, no staff member shall give any gifts, favors or services to inmates, their family members, friends or close associates.

3.6.3.3 The Contractor's staff shall not enter into any business relationship with inmates or their family members, friends or close associates (example – selling, buying or trading personal property), or personally employ them in any capacity.

3.6.3.4 The Contractor's staff shall not have outside contact (other than incidental contact) with an inmate being served or their family members, friends or close associates, except for those activities that are to be rendered under the Contract.

3.6.3.5 The Contractor's staff shall not engage in any conduct which is criminal in nature or which would bring discredit upon the Contractor or the State. In providing services pursuant to this Contract, the Contractor shall ensure that its employees avoid both misconduct and the appearance of misconduct.

3.6.3.6 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 their designee, including proposed action to be

taken by the Contractor. Any failure to report a violation or take appropriate disciplinary action against the offending party or parties shall subject the Contractor to appropriate action, up to and including termination of this Contract.

3.6.3.7 The Contractor shall report any incident described above, or requiring investigation by the Contractor, in writing, to the Department's Contract Manager, or their designee, within 24 hours, of the Contractor's knowledge of the incident.

3.6.4 Staff Background/Criminal Records Checks

3.6.4.1 The Contractors' staff assigned to this Contract shall be subject, at the Department's discretion and expense, to a Florida Department of Law Enforcement (FDLE) Florida Crime Information Center/National Crime Information Center (FCIC/NCIC) background/criminal records check. This background check will be conducted by the Department and may occur or re-occur at any time during the Contract period. The Department has full discretion to require the Contractor 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 Contractor. The Department shall not confirm to the Contractor the existence or nonexistence of any criminal history record information. In order to carry out this records check, the Contractor shall provide, prior to commencing services upon institution/facility property, and upon request at any time, the following data for any individual Contractor or subcontractor's staff assigned to the Contract: Full Name, Race, Gender, Date of Birth, Social Security Number, Driver's License Number and State of Issue. If requested, the Contractor's staff shall submit to fingerprinting by the Department of Corrections for submission to the Federal Bureau of Investigation (FBI). The Contractor shall not consider new employees to be on permanent status until a favorable report is received by the Department from the FBI.

3.6.4.2 The Contractor 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 Contractor staff being hired or assigned to work under the Contract. The Contractor shall not offer employment to any individual or assign any individual to work under the contract, who has not had an NCIC/FCIC background check conducted.

3.6.4.3 The Contractor shall obtain a Level II background screening (which includes fingerprinting to be submitted to the FBI), and results must be submitted to the Department prior to any current or new Contractor-staff being hired or assigned to work under the Contract. The Contractor shall bear all costs associated with this background screening.

3.6.4.4 No person who has been barred from any Department institution or other facility shall provide services under this Contract.

- 3.6.4.5** The Contractor shall not permit any individual to provide services under this Contract who is under supervision or jurisdiction of any parole, probation or correctional authority. Persons under any such supervision may work for other elements of the Contractor's agency that are independent of the contracted services. The objective of this provision is to ensure that no employee of the Contractor, under any such legal constraint, has contact with or access to any records of Department of Corrections' inmates sentenced to sites included under this Contract.
- 3.6.4.6** The Contractor shall disclose any business or personal relationship a Contractor staff person, officer, agent or potential hiree may have with anyone presently incarcerated or under the supervision of the Department.
- 3.6.4.7** The Contractor shall immediately report any new arrest, criminal charges or convictions of a current employee under this Contract.
- 3.6.4.8** Note that a felony or first-degree misdemeanor conviction, a plea of guilty or nolo contendere to a felony or first-degree misdemeanor crime, or adjudication of guilt withheld to a felony or first-degree misdemeanor crime does not automatically bar the Contractor from hiring the proposed employee. However, the Department reserves the right to prior approval in such cases. Generally, two (2) years with no criminal history is preferred. The Contractor shall make full written report to the Department's Contract Manager within three (3) calendar days whenever an employee has a criminal charge filed against them, or an arrest, 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 \$200 or less) or when Contractor's staff has knowledge of any violation of the laws, rules, or procedures of the Department.

3.6.5 Utilization of E-Verify

As required by State of Florida Executive Order Number 11-116, the Contractor identified in this Contract is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify employment eligibility of: all persons employed during the Contract term by the Contractor to perform employment duties pursuant to the Contract, within Florida; and all persons, including subcontractors, assigned by the Contractor to perform work pursuant to the Contract with the Department. (<http://www.uscis.gov/e-verify>) Additionally, the Contractor shall include a provision in all subcontracts that requires all subcontractors to utilize the U.S. Department of Homeland Security's E-Verify system to verify employment eligibility of: all persons employed during the Contract term by the Contractor to perform work or provide services pursuant to this Contract with the Department.

3.6.6 TB Screening/Testing

The Contractor shall ensure Contractor's staff performing services under this Contract at institutional sites are screened and/or tested for tuberculosis prior to the start of service delivery, as appropriate, and screened/tested annually thereafter, as required by Department Procedure 401.015, Employee Tuberculosis Screening and Control Program. The Contractor shall provide the Institution's Director of Nursing with proof of testing prior to the start of service delivery by the staff member and annually thereafter. The Contractor

shall be responsible for obtaining the TB screening/testing. The Contractor shall bear all costs associated with the TB screening/testing for their staff or subcontractor staff.

3.7 General Reporting Requirements

The Contractor shall provide the following general reports to the Department, as delineated below in an approved format approved by the Department's Contract Manager, or designee.

3.7.1 Reports

3.7.1.1 Numerical Shipment Manifest – To be provided by the Contractor, to the Department's Contract Manager, or designee, at least two (2) weeks before order delivery, as required in Section 3.4.4.3.

3.7.1.2 Order Summary - The Contractor shall provide, to the Department's Contract Manager, or designee, an Order Summary to each institution/facility at least two (2) weeks before order delivery, as required in Section 3.4.5.3.

3.7.1.3 Commission Rate Report - Contractor shall provide a commission report, in a MS Excel format, to the Department's Contract Manager within 30 calendar days after the end of the delivery period of property packages, and with commission payments. The report shall provide the following information in separate columns:

- Inmate DC#
- Inmate Last Name
- Inmate First Name
- Inmate Middle Initial
- Institution/Facility Location
- First name of family member/friend placing the order
- Last name of family member/friend placing the order
- Purchaser's Street Address
- Purchaser's City
- Purchaser's County
- Purchaser's State
- Purchaser's Zip
- Order #
- Date order was placed
- Date order was shipped
- Date order was delivered
- Order Amount

- Refund Amount
- Sales Tax
- Shipping and Handling Fee
- Total Commission Due

3.8 Performance Measures and Financial Consequences

The Department has developed the following Performance Measure categories which shall be used to measure the Contractor’s performance and delivery of services:

A description of each of the Performance Measure categories is described below:

3.8.1 Performance Outcomes, Measures, Standards and Consequences

Listed below are the key Performance Outcomes and Standards deemed most crucial to the success of the overall desired service delivery. The Contractor shall ensure that the stated performance outcomes and standards (level of achievement) are met. All performance outcomes and standards shall be measured semi-annually.

3.8.1.1 Performance Measure #1 - Timely Delivery

Outcome: All product orders will be delivered within the approved delivery schedule (listed in Section 3.5) for each institution/facility.

Measure: The timely delivery rate will be calculated by dividing the number of deliveries received during the approved delivery schedule by the total number of deliveries received per institution/facility. Late deliveries caused by circumstances beyond the control of the Contractor (i.e. lockdowns, etc.) may be excluded from both the numerator and the denominator of this equation. The determination of the excusable delay will be at the sole discretion of the Department’s Contract Manager.

Standard: Achievement of outcome must meet or exceed 95% of deliveries at each institution/facility.

Consequences: For failure to comply the Department will assess financial consequences of \$1,000.00 for each percentage point or portion thereof less than 95%, per institution/facility that is below the performance standard.

3.8.1.2 Performance Measure #2 – Accurate Orders Delivered

Outcome: All orders delivered to the inmates are expected to be filled correctly with all items ordered.

Measures: The accuracy rate will be calculated by dividing the number of orders delivered to the inmates that were 100% accurately filled

by the total number of orders delivered to the inmates, per institution/facility.

Standard: The Contractor shall maintain an accuracy rate of 95% or better per institution/facility.

Consequences: For failure to comply the Department will assess financial consequences of \$1,000.00 for each percentage point, or portion thereof, less than 95%, per institution/facility that is below the performance standard.

3.8.1.3 Performance Measure #3 – Fill Rate

Outcome: All orders placed are expected to be delivered to the inmate.

Measures: The fill rate will be calculated by dividing the number of orders that are delivered to the inmates by the total number of orders placed, per institution/facility with the exception of those inmates in ineligible status or no longer located at the institution/facility.

Standard: The Contractor shall maintain a fill-rate of 98% or better per institution.

Consequences: For failure to comply the Department will assess financial consequences of \$1,000.00 for each percentage point, or portion thereof, less than 98%, per institution that is below the performance standard.

3.8.1.4 Performance Measure #4 – Timely Submission of Commission Payments

Outcome: The Contractor will submit timely commission payments.

Measures: Commission payments must be received promptly after order delivery is complete.

Standard: Payments should be received by the Department within 30 calendar days after the end of order delivery period.

Consequences: For failure to comply the Department will assess financial consequences of \$2,500.00 for each day the commission payment is late.

The Contractor acknowledges and agrees that its performance under the resulting Contract shall meet the standards set forth above.

By executing any Contract that results from this ITN, the Contractor expressly agrees to the assessment 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 Contractor's Representative of all financial consequences assessed, accompanied by detail sufficient for justification of assessment. Within 10 calendar days of receipt of a written

notice of the assessment of financial consequences, the Contractor shall forward payment to the Department's Contract Manager, or designee. Payment shall be for the appropriate amount and be made payable to the Department.

3.9 Monitoring Methodology

The Department's Contract Manager, or designee, will monitor the Contractor's performance and service delivery on a semi-annual basis to determine if the Contractor has achieved the required level of performance outlined in Section 3.8.

If the Department determines that the Contractor has failed a Performance Outcome and Standard, the Contractor will be sent a copy of the monitoring report notating the deficiency. Within 10 business days of receipt of the Department's monitoring report, the Contractor shall provide a formal Corrective Action Plan (CAP) in response to all noted deficiencies to include responsible individuals and required time frames for achieving compliance. The Department's Contract Manager, or designee, for Contract monitoring, may conduct follow-up monitoring reviews at any time to determine compliance based upon the submitted CAP.

3.10 Deliverables

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

3.10.1 Property orders accurately filled and delivered;

3.10.2 Property orders delivered timely (within the approved schedule); and

3.10.3 Timely submission of commission payments.

SECTION 4 – PROCUREMENT RULES AND INFORMATION

4.1 General Instructions to Vendors

The PUR 1001 is incorporated by reference and may be viewed at the following link: http://www.dms.myflorida.com/business_operations/state_purchasing/documents_forms_references_resources/purchasing_forms. Where there is a conflict, the terms of this solicitation supercede.

4.2 Procurement Officer

Questions related to the procurement should be addressed to:

Nicole Branch, Procurement Officer

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

4.3 Questions

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

Questions will only be accepted if submitted in writing and received on or before the date and time specified in the Timeline. Responses will be posted on the Vendor Bid System (VBS) by the date referenced in the Timeline.

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

4.4 Special Accommodations

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

4.5 Alternate Provisions and Conditions

Replies that contain provisions that are contrary to the material requirements of this ITN are not permitted. Vendors are expected to submit questions or concerns they may have regarding the requirements or terms and conditions of this solicitation in writing to the Procurement Officer so they may be addressed during the question and answer phase of this solicitation (see Section 4.2). Including alternate provisions or conditions to this solicitation may result in the Reply being deemed non-responsive to the solicitation. However, as this is an ITN, the Department reserves the right to negotiate the best terms and conditions if determined to be in the best interests of the state.

4.6 Reply Bond

Each Respondent is required to submit a Certified Check, Cashier's Check or Reply bond with its response. Failure to submit a Reply bond will deem the Respondent non-responsive. The amount required is twenty-five thousand dollars (\$25,000.00). If submitting a bond, rather than a check, the Department requires the Vendor's surety company to complete the Department's Reply Bond Form, included as Attachment II. The bond shall be issued by a reliable surety company that has been in business with a record of successful continuous operation for at least five (5) years and is authorized to do business in the State of Florida. Provided Reply bonds shall be valid until the Department executes a Contract or issues a Notice of Agency Decision cancelling the solicitation or rejecting all Replies. The check/bond shall be payable to the Florida Department of Corrections. The check/bond ensures against a Respondent's withdrawal from competition subsequent to their submission of a Reply. The check/bond will be returned to unsuccessful Respondents upon the execution of a Contract with the successful Respondent or upon cancellation of the solicitation. The check/bond of the successful Respondent will be retained until the Contract is executed and

the Department receives the required performance bond. The Reply check/bond will be forfeited to the Department if the Respondent fails to timely submit the performance bond or other security, as required below, or fails to execute the Contract when required to do so by the Department. Negotiable instruments submitted will be deposited into the State Treasury. After execution of the Contract, return of the Reply bond will be accomplished by issuing a warrant made payable to the Respondent with five (5) business days. Any request for withdrawal of submitted Reply, requested after five (5) business days will be subject to provisions of this section.

4.7 Pass/Fail Mandatory Responsiveness Requirements

The Department shall reject any and all Replies that do not meet the Pass/Fail criteria defined below.

- a) All data generated, used, or stored by Vendor pursuant to the prospective Contract will reside and remain in the United States and will not be transferred outside of the United States;
- b) All services provided to the State of Florida under the prospective Contract, including call center or other help services, will be performed by persons located in the United States;
- c) Vendor has at least three (3) years of business/corporate experience within the last five (5) years providing Property Package Programs to correctional, criminal justice, or law enforcement agencies located within the United States;
- d) Vendor's proposed offering and all services provided under the Contract will be compliant with all laws, rules and other authority applicable to providing the services including, but not limited to, Florida's Open Government laws (Article I, Section 24, Florida Constitution, Chapter 119, F.S.);
- e) Vendor will act as the prime Contractor to the Department for all services provided under the Contract that results from this ITN;
- f) Respondent must be able to demonstrate their ability to meet the performance bond requirements. Prior to execution of a prospective Contract, Vendor will deliver to the Department a performance bond or irrevocable letter of credit in the amount equal to the lesser of \$2 million dollars or the average annual price of the Contract (averaged from the initial five (5) year Contract term pricing). The bond or letter of credit will be used to guarantee at least satisfactory performance by Respondent throughout the term of the Contract (including renewal years).
- g) Vendor shall deliver to the Department, in accordance with Section 4.6 of the ITN, a Reply bond or check in the amount of \$25,000. The check/bond ensures against a Vendor's withdrawal from competition subsequent to their submission of a Reply.
- h) Vendor is registered, or will agree to register, in MFMP before execution of the prospective Contract.

4.8 Submission of Replies

Replies shall be prepared simply and economically, providing a straightforward, concise delineation of the Vendor's capabilities to satisfy the requirements of this ITN. Elaborate bindings,

colored displays, and promotional material are not desired. Emphasis in each reply shall be on completeness and clarity of content.

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

In Reply to this ITN, each Vendor shall:

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

4.9 Contents of Reply Submittals

Replies are to be organized in TABs as directed below. Vendors shall complete each section entirely or the Vendor may be deemed not responsive.

The Reply shall be organized as follows:

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

TAB A shall contain a cover letter on the Vendor's letterhead with contact information and the name and signature of the person of the representative of the responding organization authorized to legally obligate the Vendor to provide the Services. The cover letter must state that the Vendor agrees to provide the Services as described in the ITN. Also, **TAB A** shall contain an executive summary of the Vendor's Reply. The executive summary will describe the technical solution, and operational model the Vendor proposes in a concise and meaningful manner. No pricing information is to be included in the executive summary.

TAB A must also include a letter, signed on or after June 30, 2017, from a Surety Company or Bonding Agent, authorized to do business in the State of Florida, and written on company **letterhead**, that documents the Vendor's present ability to obtain a performance bond or irrevocable letter of credit in the amount of at least \$2,000,000. **Failure by the Vendor to provide this letter with its reply will be considered material and will result in the reply being deemed not responsive.**

TAB A shall also include the completed **Attachment III**, Pass/Fail Requirement and Non-Collusion Certification signed by the same person who signs the above-mentioned cover letter.

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

TAB B shall include the following information:

1. Business/Corporate Background

The background information of the Vendor must demonstrate the capability to perform the Contract resulting from this ITN. These details, at a minimum, shall include:

1. Date established;
2. Ownership (public company, partnership, subsidiary, etc.);
3. Primary type of business and number of years conducting primary business;
4. Total number of employees;
5. List of all officers of the firm indicating the percentages of ownership of each officer, and the names of the Board of Directors, if applicable; and
6. List of names known to the Vendor of any Department employees having a direct or indirect financial interest in the Vendor's company. An indirect financial interest means a financial interest in the Vendor's company by a member of a Department employee's immediate family.

2. References

Using **Attachment IV**, Vendor's Reference Form, to this ITN, Respondents shall provide three (3) references from businesses or government agencies for whom the Respondent has provided services of similar scope and size to the services identified in the ITN.

References shall pertain to current and ongoing services or those that were completed prior to January 1, 2018. References shall not be given by:

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

The Procurement Officer reserves the right to contact the Respondent's references to verify the information was actually provided by the reference and the negotiation team may elect to contact the references to obtain further information regarding the Respondent's performance. In addition, the negotiation team reserves the right to contact and consider references other than those provided by the Respondent when making its best value determination.

3. Prior Work Experience

a. Similar Contracts and Services

Describe the Respondent's experience in providing Property Program Package services in a correctional setting, number of years providing Property Package Program services, growth on a national level, and ownership structure. Respondents shall describe all contracts executed in the last five (5) years that are of similar scope and size to the services sought in this ITN. Respondents shall include any experience it has assuming operations from another service provider of Property Package Program services and identify all relevant similarities or differences between such contracts and the services sought via this ITN. The listing of similar contracts shall contain the organization name, contact name, address, telephone number, and email address of the entity who received the services from Respondent.

b. Disputes

Respondents shall identify all Contract disputes Respondent (including its affiliates, subcontractors, agents, etc.) has had with any customer within the last five (5) years related to contracts pursuant to which Respondent provided(s) Property Package Program services in the continental United States on an organizational or enterprise level. The term "Contract disputes" means any circumstance involving the performance or non-performance of a contractual obligation that resulted in: (i) identification by the Contract customer that Respondent was in default or breach of a duty under the Contract or not performing as required under the contract; (ii) the issuance of a notice of default or breach; (iii) the institution/facility of any judicial or quasi-judicial action against

Respondent as a result of the alleged default or defect in performance; or (iv) the assessment of any fines, liquidated damages, or financial consequences under such contracts. Respondents must indicate whether the disputes were resolved and, if so, explain how they were resolved.

TAB C Description of Solution (limit 25 pages)

In **TAB C**, Respondent shall describe, or provide (as applicable):

- a) An organizational chart outlining the hierarchy of key project personnel and the proposed staffing plan for the Contract proposed under this ITN;
- b) A job description outlining the duties and responsibilities of the Contractor's project personnel (Account Manager, Account Representatives), and any other positions the Contractor proposes to use for the provision of services for the Contract proposed under this ITN. The job descriptions should include specific job functions, and minimum qualifications for the identified positions;
- c) Its understanding of Property Package Program services in the Florida Department of Corrections;
- d) Its understanding of goals and general requirements of this solicitation;
- e) Its overall approach to satisfying the requirements and goals of this solicitation;
- f) How its approach supports the Department's specific goals of the ITN;
- g) Any risks and challenges with the Department's goals;
- h) How it will ensure quality services while ensuring costs are reasonable;
- i) How its approach is differentiated from other Vendors;
- j) Its transition approach; and
- k) Why its solution is best for the State.

TAB D Transition Plan (limit 30 pages)

To ensure a complete and successful transition to provide Property Package Program services for FDC, the new Contractor will document a transition plan. The transition plan outlines key activities that must be completed while working with the Department and current Contractor(s) during the transition period. Describe in detail the Respondent's plan for:

- a) On-boarding of resources;
- b) Participating in knowledge transfer, including a breakdown by service area;
- c) Work environment;
- d) Introduction to Department stakeholders; and
- e) Other required service operation transition services.

TAB E Cost Reply for Initial Term and Renewal Years

The Vendor shall complete and submit **Attachment I**, Price Information Sheet, for the Contract's initial term and renewal years, and include this form in **TAB E** of its Reply to the ITN. **Though this section is to be labeled as TAB E for easy inclusion with the Vendor's Reply after opening, Attachment I should be sealed separately when initially submitted.** The Cost Reply shall be submitted as an overall commission rate.

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

In **TAB F** of its Reply to the ITN, the Respondent is invited to elaborate on additional ideas, pricing structures, or tools for service improvements that are not specifically addressed in **TABs B – E** of its Reply, but may be made available via the Respondent’s proposed solution. The Department is interested in ideas or tools the Respondent believes will provide for greater performance and efficiency of operations. Additionally, Respondent’s are encouraged to submit alternate pricing structures and the potential cost reductions and benefits to the Department that each would bring; however, actual pricing should only be provided using Attachment I, Price Information Sheet. Cost points will be awarded based on Attachment I, as described in Section 4.10 of the ITN. The Department may request that Respondents submit alternate pricing during the Negotiation Phase, per Section 2.5. Respondent shall make sure to describe in detail all additional features, capabilities, or services that it will provide in the additional features section.

TAB G Completed Forms

Respondents shall complete the following forms and submit them to the Department in **TAB G** of its reply:

FORM 1 ATTACHMENT V, VENDOR’S CONTACT INFORMATION

FORM 2 ATTACHMENT VI, NOTICE OF CONFLICT OF INTEREST

4.10 Reply Evaluation Criteria

An evaluation team will be established to review and evaluate Replies to this ITN in accordance with the evaluation process below.

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

1. Experience and Ability to Provide Services

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

a. References

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

- 1) How relevant are the services described in the references to the services sought via the ITN?
- 2) How well do the references demonstrate Vendor’s experience in performing contracts of similar size and scope for the services sought?

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

b. Prior Work Experience

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

- 1) Has the Vendor demonstrated via the Reply that it has experience in performing contracts of similar size and scope for the services sought? This includes relevant experience specifically providing Property Package Programs, and the competence to undertake a project of the size and magnitude outlined herein.
- 2) How well did the Vendor convey the ability to provide these services?
- 3) Does the Vendor have relevant correctional, law enforcement, or criminal justice contractual services experience?
- 4) Are there any issues or concerns identified regarding Vendor's experience and ability to provide the services?

2. Description of Offering

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

- a) How well the proposed offering satisfies the following criteria:
 - 1) Demonstrates Vendor's ability to effectively provide Property Package Program services at the operational levels required by this ITN.
 - 2) Maximizes operational efficiencies and supports the Department's goals.
- b) How well does the summary of the offering, and the explanation of why it is the best offering for the State, address and meets the goals, needs, and expectations of the State?
- c) How well does the Vendor understand the goals to be achieved via this solicitation?

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

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

Reply with Highest Cost Points: Vendor submitting the highest percentage will receive the maximum number of points.

Respondent Cost Points: Cost points assigned based on the above weight, for a

specific Vendor, as reflected in **Attachment I, Price Information Sheet** of its Reply. Cost points will be determined using the formula below:

The Vendor submitting the highest percentage will be awarded 300 points. All others Replies will receive points according to the following formula:

$$\frac{X}{(N)} \times 300 = Z$$

Where: N = highest percentage received by any respondent
X = actual percentage received by respondent
Z = awarded points

C. TOTAL REPLY EVALUATION SCORE

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

4.11 Reply Evaluation and Negotiation Process

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

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

“4. The agency shall evaluate replies against all evaluation criteria set forth in the invitation to negotiate in order to establish a competitive range of replies reasonably susceptible of award. The agency may select one or more vendors within the competitive range with which to commence negotiations. After negotiations are conducted, the agency shall award the contract to the responsible and responsive vendor that the agency determines will provide the best value to the state, based on the selection criteria.”

Using the evaluation criteria specified above, in order to establish a competitive range of Replies reasonably susceptible of award, the Department will evaluate and rank the Replies and, at the Department's sole discretion, proceed to negotiate with Vendor as follows.

A. Evaluation Phase Methodology

The evaluation team members will individually and independently review each Reply and evaluate the Replies by allocating 1 – 5 points for each of the following Technical Evaluation sections:

Experience and Ability to Provide Services	Available Points (Scored by Evaluators)	Weight	Weighted Available Points
References	1-5	25%	175
Prior Work Experience	1-5	50%	350
Description of Solution	1-5	25%	175
TOTAL		100%	700

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

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

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

	and provisions in most aspects for the specific criteria	
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The Technical Evaluation scores received from each evaluator will be multiplied by their assigned weight and averaged to obtain the Vendor’s weighted Final Technical Evaluation Score. The Department will combine the Vendor’s Final Technical Score and the Vendor’s Final Cost Score to determine the Vendor’s Final Evaluation Score.

The Final Evaluation Scores for all Vendors will be used to rank the Replies (Reply with the highest score = 1, the second highest = 2, etc.). The ranking for each Reply will be used to establish a competitive range to determine which Vendors may be invited to participate in negotiations. The Department intends to first negotiate with the two (2) most highly ranked Vendors, but the Department reserves the right to negotiate with fewer Vendors, more than two (2) Vendors, or to reject all Replies.

Responsive and responsible Vendor will be invited to negotiate based upon the Reply Evaluation Scores. Vendors are cautioned to propose their best possible offers in their initial Reply as failing to do so may result in the Vendor not being selected to proceed to negotiations. If necessary, the Department will request revisions to the approach submitted by the top-rated Vendor until it is satisfied that the contract model will serve the State’s needs and is determined to provide the best value for the State.

B. Negotiation Phase Methodology

The Department reserves the right to negotiate with any or all responsive and responsible Vendors, serially or concurrently, to determine the best solution.

During the negotiation process the Department reserves the right to exercise the following rights. This list is not exhaustive.

1. Schedule additional negotiating sessions with any or all responsive Vendors.
2. Require any or all responsive Vendors to provide additional revised or final written Replies addressing specified topics.
3. Require any or all responsive Vendors to provide a written Best and Final Offer (BAFO).
4. Require any or all responsive Vendors to address services, prices, or conditions offered by any other Vendor.
5. Pursue a contract with one or more responsive Vendors for the services encompassed by this solicitation, any addenda thereto, and any request for additional revised or final written Replies or request for best and final offers.
6. Pursue the division of Contracts between responsive Vendors by type of service or geographic area, or both.
7. Arrive at an agreement with any responsive Vendor, finalize principal Contract terms with such Vendor and terminate negotiations with any or all other Vendors, regardless of the status of or scheduled negotiations with such other Vendors.
8. Decline to conduct further negotiations with any Vendor.
9. Reopen negotiations with any Vendor.

10. Take any additional administrative steps deemed necessary in determining the final award, including additional fact-finding, evaluation, or negotiation where necessary and consistent with the terms of this solicitation.
11. Review and rely on relevant information contained in the Replies received from Vendors.
12. Review and rely on relevant portions of the evaluations conducted.
13. Reject any and all Replies if the Department determines such action is in the best interest of the State.
14. Negotiate concurrently or separately with competing Vendors.
15. Accept portions of a competing Vendor's Reply and merge such portions into one project, including contracting with the entities offering such portions.
16. Waive minor irregularities in replies.
17. Utilize subject matter experts, subject matter advisors, and multi-agency advisors to assist the negotiation team.

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

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

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

The focus of the negotiations will be on achieving the solution that provides the best value to the State based upon the "Selection Criteria" and satisfies the Department's primary goals, as identified in this ITN. The Selection Criteria includes, but is not limited to the following.

Selection Criteria:

1. The Vendor's articulation of its approach to provide the services.
2. The innovativeness of Vendor's approach to provide the services.
3. Vendor's articulation of its solution and the ability of the solution to meet the requirements of this ITN and provide additional innovations.
4. Vendor's demonstrated ability to effectively provide the services.
5. Vendor's experience in providing the services being procured and the skills of proposed staff relative to the proposed approach and offering.
6. Vendor's Technical Reply and Cost Replies as they relate to satisfying the primary goals of the Property Package Program identified herein.

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

By submitting a Reply, a Vendor agrees to be bound to the terms of the General and Special Contract Conditions. Vendors should assume these terms will apply during the prospective Contract term, but the Department reserves the right to negotiate different terms and related price adjustments if the Department determines that it provides the best value to the State.

C. Final Selection and Notice of Intent to Award

At the conclusion of negotiations, the Department will issue a written request for BAFO to one (1) or more of the Vendors with which the negotiation team has conducted negotiations. At a minimum, based upon the negotiation process, the BAFO must contain:

1. A revised Statement of Work;
2. All negotiated terms and conditions to be included in final Contract; and
3. A final Cost Reply.

The best and final offer(s) will be returned to the negotiation team for review. Thereafter, the Negotiation Team will meet in a public meeting to determine which offer constitutes the best value to the state based upon the Selection Criteria. The Department's negotiation team will then develop a recommendation that identifies the award that will provide the best value to the State based on the above Selection Criteria. In so doing, the Negotiation Team is not required to score the vendors, but will base its recommendation on the foregoing Selection Criteria. The score from the Evaluation Phase will not carry over into negotiations and the Negotiation Team will not be bound by those scores. The Procurement Officer will prepare a report to the Secretary, or designee, regarding the recommendation of the Negotiation Team.

It is the intent of the Department to contract with one Statewide Vendor to provide services. This does not preclude use of subcontractors.

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

The Secretary, or designee, will approve an award that will provide the best value to the State, based on the Selection Criteria, taking into consideration the recommended award by the Negotiation Team as reflected in the report of the Procurement Officer. In so doing, the Secretary, or designee, is not required to score the vendors, but will base their decision on the Selection Criteria set forth in this ITN.

4.12 Reply Opening

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

4.13 Costs of Preparing Reply

The Department is not liable for any costs incurred by a Vendor in responding to this ITN, including those for oral presentations, if applicable.

4.14 Disposal of Replies

All Replies become the property of the State of Florida and will be a matter of public record subject to the provisions of Chapter 119, F.S. Selection or rejection of the Reply will not affect this right. Should the Department reject all Replies and issue a re-solicitation, information submitted in response to this ITN will become a matter of public record, as indicated in Section 119.07(1), F.S. or Section 119.071, F.S.

4.15 Right to Withdraw Invitation to Negotiate

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

4.16 Right to Reject Reply Submissions and Waiver of Minor Irregularities

The Department reserves the right to reject any and all Replies or to waive minor irregularities when doing so would be in the best interest of the State of Florida. Minor irregularities are defined as a variation from the Invitation to Negotiate terms and conditions which does not affect the price proposed, or give the Vendor an advantage or benefit not enjoyed by other Vendors, or does not adversely impact the interests of the Department. At its option, the Department may correct minor irregularities but is under no obligation to do so whatsoever.

4.17 Addenda

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

4.18 Cost/Price Discussions

Any discussion by a Vendor with any employee or authorized representative of the Department involving cost or price information, occurring prior to posting of the Notice of Agency Decision, will result in rejection of said Vendor's Reply.

4.19 No Prior Involvement and Conflicts of Interest

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

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

Acknowledge compliance with this section on the Attachment III, Pass/Fail Requirement and Non-Collusion Certification.

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

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

4.20 State Licensing Requirements

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

4.21 MyFloridaMarketPlace (MFMP) Vendor Registration

Each Vendor doing business with the State of Florida for the sale of commodities or contractual services, as defined in Section 287.012 F.S., shall register in the MyFloridaMarketPlace Vendor Information Portal (VIP), unless exempted under Rule 60A-1.033, F.A.C. State agencies shall not enter into an agreement for the sale of commodities or contractual services, as defined in Section 287.012, F.S., with any vendor not registered in the MyFloridaMarketPlace VIP system, unless exempted by Rule. A Vendor not currently registered in the MyFloridaMarketPlace VIP system shall do so within five (5) calendar days of award.

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

4.22 Unauthorized Employment of Alien Workers

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

4.23 Confidential, Proprietary, or Trade Secret Material

The Department takes its public records responsibilities as provided under Chapter 119, F.S. and Article I, Section 24 of the Florida Constitution, very seriously. If the Vendor considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, F.S., the Florida Constitution or other authority, the Vendor must also simultaneously provide the Department with a separate Redacted Copy of its response and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This

Redacted Copy shall contain the Department's solicitation name, number, and the name of the Vendor on the cover, and shall be clearly titled "Redacted Copy." The redacted copy shall be provided to the Department at the same time the Vendor submits its response to the solicitation, and must only exclude or redact those exact portions which are claimed confidential, proprietary, or trade secret. The Vendor shall be responsible for defending its determination that the redacted portions of its response are confidential, trade secret or otherwise not subject to disclosure. Further, the Vendor shall protect, defend, and indemnify the Department for any and all claims arising from or relating to Vendor's determination that the redacted portions of its response are confidential, proprietary, trade secret or otherwise not subject to disclosure. If the Vendor fails to submit a Redacted Copy with its response, the Department is authorized to produce the entire documents, data or records submitted by the Vendor in answer to a public records request for these records. In no event shall the Department, or any of its employees or agents, be liable for disclosing, or otherwise failing to protect, the confidentiality of information submitted in response to this solicitation.

4.24 Vendor Substitute W-9

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

4.25 Scrutinized Companies

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

4.26 Disclosure of Reply Submittal Contents

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

4.27 Posting of Notice of Agency Decision

In regard to any competitive solicitation, the Department shall post a public notice of agency action when the Department has made a decision including, but not limited to, a decision to award a Contract, reject all Replies, or to cancel or withdraw the solicitation.

The Notice of Agency Decision will be posted on or about the date shown in the Timeline and will remain posted for a period of 72 hours (Saturdays, Sundays and State holidays shall be excluded in the computation of the 72-hour time period). Posting will be made available on the Florida Vendor Bid System at the link provided in the Timeline.

SECTION 5 – CONTRACT TERMS AND CONDITIONS

5.1 General Contract Conditions

The PUR 1000 is incorporated by reference and may be viewed at the following link: http://www.dms.myflorida.com/business_operations/state_purchasing/documents_forms_references_resources/purchasing_forms. Where there is a conflict, the terms of this solicitation shall supercede.

5.2 Travel Expenses

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

5.3 E-Verify

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

5.4 Diversity in Contracting

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

To this end, it is vital that small, minority, women, and service-disabled veteran business enterprises participate in the state’s procurement process as both vendors and subcontractors in this solicitation.

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

Diversity in Contracting documentation shall be submitted to the Department’s Contract Administrator and should identify any participation by diverse vendors and suppliers as prime vendors, subcontractors, vendors, resellers, distributors, or such other participation as the parties

may agree. Diversity in Contracting documentation shall include the timely reporting of spending with certified and other minority/service-disabled veteran business enterprises. Such reports must be submitted at least monthly, and include the period covered, the name, minority code and Federal Employer Identification Number (FEIN) of each minority/service-disabled veteran vendor utilized during the period, commodities, and services provided by the minority/service-disabled veteran business enterprise, and the amount paid to each minority/service-disabled veteran vendor on behalf of each purchasing agency ordering under the terms of the contract resulting from this ITN.

5.5 Subcontracts

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

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

5.6 Prison Rehabilitative Industries and Diversified Enterprises (PRIDE)

The Contractor agrees that any articles which are the subject of, or are required to carry out this Contract, shall be purchased from PRIDE, identified under Chapter 946, F.S., in the same manner and under the procedures set forth in Sections 946.515(2) and (4), F.S. The Contractor shall be deemed to be substituted for the Department in dealing with PRIDE, for the purposes of this Contract. This clause is not applicable to subcontractors, unless otherwise required by law. Available products, pricing, and delivery schedules may be obtained at <https://www.pride-enterprises.org/>.

5.7 RESPECT of Florida

The State/Department supports and encourages the gainful employment of citizens with disabilities. It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this Contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, F.S., in the same manner and under the same procedures set forth in Sections [413.036](#)(1) and (2), F.S.; and for purposes of this Contract, the person, firm, or other business entity carrying out the provisions of this Contract shall be deemed to be substituted for this agency insofar as dealings with such qualified nonprofit agency

are concerned. Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

5.8 Environmental Considerations

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

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

5.9 Insurance

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

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

5.10 Copyrights, Right to Data, Patents and Royalties

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

The Department shall have unlimited rights to use, disclose or duplicate, for any purpose whatsoever, all information, and data developed, derived, documented, or furnished by the Vendor. All computer programs, and other documentation produced as part of the resulting contract shall

become the exclusive property of the Florida Department of State, with the exception of data processing software developed by the Department, pursuant to Section 119.084, F.S., and may not be copied or removed by any employee of the Vendor without express written permission of the Department.

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

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

5.11 Independent Contractor Status

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

5.12 Assignment

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

5.13 Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance of the resulting Contract, or interruption of performance resulting directly or indirectly from acts of God, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes.

5.14 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.

5.15 Use of Funds for Lobbying Prohibited

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

5.16 Reservation of Rights

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

5.17 Taxes

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

5.18 Safety Standards

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

5.19 Americans with Disabilities Act

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

5.20 Employment of Department Personnel

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

5.21 Legal Requirements

Applicable provision of all Federal, State, county and local laws, and all ordinances, rules, and regulations shall govern development, submittal and evaluation of all Replies received in response

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

5.22 Conflict of Law and Controlling Provisions

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

5.23 Prison Rape Elimination Act (PREA)

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

5.24 Contract Modifications

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

5.25 Contract Monitoring

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

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

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

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

The Department's Contract Monitor, or designee, will provide a written monitoring report to the Contractor within three (3) weeks of a monitoring visit. Non-compliance issues identified by the

Department's Contract Manager, or designee, will be identified in detail to provide opportunity for correction where feasible.

Within 10 business days of receipt of the Department's written monitoring report (which may be transmitted by email), the Contractor shall provide a formal Corrective Action Plan (CAP) to the Department's Contract Manager, or designee (email acceptable), in response to all noted deficiencies to include responsible individuals and required time frames for achieving compliance. Unless specifically agreed upon in writing by the Department, time frames for compliance shall not exceed 30 calendar days from the date of receipt of the monitoring report by the Contractor. CAPs that do not contain all information required shall be rejected by the Department in writing (email acceptable). The Contractor shall have five (5) business days from the receipt of such written rejection to submit a revised CAP; this will **not** increase the required time for achieving compliance. All noted deficiencies shall be corrected within the time frames identified, within this Section, or the Department will impose financial consequences, as appropriate, and as noted in Section 3.8. The Department's Contract Manager, Contract Monitoring Team, or other designated Department staff may conduct follow-up monitoring at any time to determine compliance based upon the submitted CAP.

5.26 Rights to Examine, Audit and Administer Resources

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

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

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

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

5.27 Default

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

5.28 Termination

5.28.1 Termination at Will

Any Contract resulting from this ITN may be terminated by the Department upon no less than 30 calendar days' notice and by the Vendor upon no less than 180 calendar days' notice, without cause, unless a lesser time is mutually agreed upon by both parties. Notice

shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery.

5.28.2 Termination for Cause

If a breach of the Contract resulting from this solicitation occurs by the Vendor, the Department may, by written notice to the Vendor, terminate the Contract resulting from this solicitation upon 24 hours' notice. Notice shall be delivered by certified mail (return receipt requested), in-person with proof of delivery, or by other method of delivery whereby an original signature is obtained. If applicable, the Department may employ the default provisions in Chapter 60A-1, F.A.C. The provisions herein do not limit the Department's right to remedies at law or to damages.

5.28.3 Termination for Unauthorized Employment

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

5.29 Retention of Records

The Vendor agrees to retain all customers records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertaining to the Contract resulting from this solicitation for a period of five (5) years. The Vendor shall maintain complete and accurate record-keeping, and documentation as required by the Department and the terms of the Contract resulting from this solicitation. All invoices and documentation must be clear, and legible for audit purposes. Copies of all records and documents shall be made available for the Department upon request, or no more than 48 hours upon request if stored at a different site location than the address listed on the Acknowledgement Form. Any records not available at the time of an audit will be deemed unavailable for audit purposes. Violations will be noted and forwarded to the Department's Inspector General for review. All documents must be retained by the Vendor for a period of five (5) years following termination of the Contract, or, if an audit has been initiated, and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings. The Vendor shall cooperate with the Department to facilitate the duplication, and transfer of any said records or documents during the required retention period. The Vendor shall advise the Department of the location of all records pertaining to the Contract resulting from this solicitation, and shall notify the Department by certified mail within 10 calendar days if/when the records are moved to a new location.

5.30 Indemnification

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

5.31 Inspector General

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

5.32 Cooperative Purchasing

Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases in accordance with the terms and conditions contained herein. The Department shall not be a party to any transaction between the Vendor and any other purchaser.

Other State of Florida agencies wishing to make purchases from this agreement are required to follow the provisions of Section 287.042(16), F.S. This statute requires the Florida Department of Management Services to determine that the requestor's use of the Contract is cost effective and in the best interest of the State.

5.33 Performance Guarantee/Bond

The Contractor shall furnish the Department with a Performance Guarantee in the amount of \$2,000,000, on an annual basis, for a time frame equal to the term of the Contract.

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

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

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**ATTACHMENT I –
PRICE INFORMATION SHEET
FDC ITN 18-029**

The Respondent shall enter the Commission Rate percentage to be paid to the Department for any Contract awarded as a result of this ITN, which shall remain effective for the duration of the resulting Contract term.

Commission Rate (Base Term & Renewal Term)	_____ %
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Name of Respondent's Organization

Signature of Authorized Representative

Print Name

Date

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**ATTACHMENT II
REPLY BOND FORM
FDC ITN 18-029**

REPLY BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned [Insert name of Principal] as Principal and [Insert name of Surety] as Sureties, are hereby held and firmly bound unto Florida Department of Corrections, 501 South Calhoun Street, Tallahassee, FL 32399-2500 as Obligee in the penal sum of the dollar amount \$25,000.00 provided for in the ITN 18-029 – Property Package Program, to which the Principal has submitted a Reply to the Obligee on [Insert Date of Receipt of Submission].

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

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

[Insert name of Principal]

By:

[Insert name of Authorized Representative of Principal]

[Insert Title of Authorized Representative of Principal]

[Insert name of Surety]

By:

[Insert name of Authorized Representative of Surety]

[Insert Title of Authorized Representative of Surety]

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named Principal has submitted a Reply for ITN 18-029 – Property Package Program.

Now, therefore, if the Reply submitted by the Principal is withdrawn by the Principal within five (5) days of the Obligee's receipt of the Reply then this obligation shall be null and void, otherwise to remain in full force and effect; if the Obligee accepts the reply of the Principal and the Principal within 10 days after the awarding of the contract enters into a proper contract in accordance with the Principal's Reply, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

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

**ATTACHMENT III
PASS/FAIL REQUIREMENT
AND NON-COLLUSION CERTIFICATION
FDC ITN 18-029**

1. Business/Corporate Experience

This is to certify that the Vendor has at least five (5) years of business/corporate experience with appropriately experienced management and at least three (3) years of business/corporate experience, within the last five (5) years, in the provision of providing Property Package Programs within a single contract to correctional, criminal justice or law enforcement agencies located within the United States. To ensure the replying entity is qualified to serve Inmate and Offender populations, the Vendor, whether responding independently, as a partnership, as a joint venture, or with a response that proposes utilization of subcontractor(s), must collectively have at least five (5) total years of business/corporate experience with appropriately experienced management and at least three (3) total years of business/corporate experience within the last five (5) years, providing Property Package Programs within a single contract to correctional, criminal justice or law enforcement agencies located within the United States.

2. Prime Vendor

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

3. Performance Bond

This is to certify that the Vendor is able to demonstrate their ability to meet the performance bond requirements. prior to execution of a Contract, the Respondent will deliver to the Department a performance bond or irrevocable letter of credit in the amount equal to the lesser of \$2,000,000, or the average annual price of the Contract (averaged from the initial five (5) year Contract term pricing). The bond or letter of credit will be used to guarantee at least satisfactory performance by Respondent throughout the term of the Contract (including renewal years).

4. Reply Bond

This is to certify that the Respondent will deliver to the Department a Reply bond or check in the amount of \$25,000. The check/bond ensures against a Vendor's withdrawal from competition subsequent to their submission of a Reply.

5. Meets Legal Requirements

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

6. MyFloridaMarketPlace Registration

Respondent is registered, or will agree to register, in MFMP before execution of the prospective Contract.

7. Statement of No Inducement:

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

8. Statement of Non-Disclosure:

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

9. Statement of Non-Collusion:

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

Dated this _____ day of _____ 20__.

Name of Organization: _____

Signed by: _____

Print Name: _____

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

Subscribed and sworn before _____ day of _____ 20__.

Personally _____ OR Produced _____ Type of Identification _____

Notary Public: _____

My Commission Expires: _____

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**ATTACHMENT IV
VENDOR'S REFERENCE FORM
FDC ITN 18-029**

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

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

References that are listed as subcontractors in the response will not be accepted as references under this solicitation. Additionally, References shall pertain to current and ongoing services or those that were completed prior to January 1, 2018. References shall not be given by:

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

The Department will attempt to contact the three (3) references provided by the Vendor to complete the Evaluation Questionnaire for references. The total number of references contacted to complete an Evaluation Questionnaire for Past Performance for any response will be three (3).

References should be available for contact during normal business hours, 9:00 a.m. – 5:00 p.m., Eastern Time. The Department will attempt to contact each reference by telephone up to three times. The Department will not correct incorrectly supplied information.

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

Vendor's Reference Form

Reference #1

Vendor's Name: _____

Reference's Name: _____

Address: _____

Primary Contact Person:

Alternate Contact Person:

Primary Phone Number:

Alternate Phone Number:

Contract Performance Period:

Location of Services:

Brief description of the services performed for this reference:

Vendor's Reference Form

Reference #2

Vendor's Name: _____

Reference's Name: _____

Address: _____

Primary Contact Person:

Alternate Contact Person:

Primary Phone Number:

Alternate Phone Number:

Contract Performance Period:

Location of Services:

Brief description of the services performed for this reference:

Vendor's Reference Form

Reference #3

Vendor's Name _____

Reference's Name: _____

Address: _____

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

Primary Phone Number: _____ **Alternate Phone Number:** _____

Contract Performance Period: _____

Location of Services: _____

Brief description of the services performed for this reference:

EVALUATION QUESTIONNAIRE FOR REFERENCES

Vendor's Name:

Reference's Name:

Primary Contact Person:

Alternate Contact Person:

Primary Phone Number:

Alternate Phone Number:

The following questions will be asked of three (3) references.

	Score
1. Briefly describe the services the vendor performed for your organization:	N/A
2. How would you rate the contract implementation with this vendor? Excellent = 8, Good = 6, Acceptable = 4, Fair = 2, Poor = 0	
3. Did the vendor consistently meet all of its performance/milestone deadlines? Yes = 4, No = 0	
4. Did the vendor submit reports and invoices that were timely and accurate? Yes = 4, No = 0	
5. Did you impose sanctions, penalties, liquidated damages, or financial consequences on the vendor during the last 12 months? Yes = 0, No = 4	
6. How would you rate the vendor's key staff and their ability to work with your organization? Excellent = 8, Good = 6, Acceptable = 4, Fair = 2, Poor = 0	
7. Did you ever request dismissal of any key staff? Yes = 0, No = 4	
8. Did the vendor's project/contract manager effectively manage the contract? Yes = 4, No = 0	
9. How would you rate the vendor's customer service? Excellent = 8, Good = 6, Acceptable = 4, Fair = 2, Poor = 0	
10. Was the vendor's staff knowledgeable about the contract requirements and scope of services? Yes = 4, No = 0	
11. Did the vendor work cooperatively with the organization during the course of the contract? Yes = 4, No = 0	
12. Would you contract with this vendor again? Yes = 8, No = 0	
Total Score:	

Reference Verified by:

Name (printed) Title

Signature Date

**ATTACHMENT V
VENDOR'S CONTACT INFORMATION
FDC ITN 18-029**

The Vendor shall identify the contact information as described below.

For solicitation purposes, the Vendor's contact person shall be:

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

Name: _____

Title: _____

Address: _____

Telephone: _____

Fax: _____

Email: _____

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**ATTACHMENT VI
NOTICE OF CONFLICT OF INTEREST
FDC ITN 18-029**

Organization Responding to Solicitation: _____

Solicitation Number: FDC ITN 18-029

For the purpose of participating in this solicitation process and complying with the provisions of Chapter 112, F.S. the undersigned corporate officer hereby discloses the following information to the Department.

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

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

Signature: _____ Date: _____

Name: _____

Title: _____

Organization: _____

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ATTACHMENT VII
DEPARTMENT SECURITY REQUIREMENTS FOR CONTRACTORS
FDC ITN 18-029

- 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 Officer-In-Charge (OIC) of the correctional institution.
 - Any written or recorded communication to any inmate of any state correctional institution.
 - Any currency or coin given or transmitted, or intended to be given or transmitted to any inmate of any state correctional institution.
 - Any article of food or clothing given or transmitted, or intended to be given or transmitted, to any inmate of any state correctional institution.
 - Any intoxicating beverage or beverage which causes, or may cause, an intoxicating effect.
 - Any controlled substance, as defined in Section 893.02(4) F.S., or any prescription or nonprescription drug having a hypnotic, stimulating, or depressing effect.
 - Any firearm or weapon of any kind or any explosive substance, including any weapons left in vehicles on the grounds of a state correctional institution.

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

- 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 copies of the correct inventory with each tool box, one copy will be used and retained by the Department's security staff, who will search and ensure a proper inventory of tools each time the tool box is brought into the Institution, the other copy will remain with the tool box at all times. Tools should be kept to a minimum (only those tools necessary to complete the job). All lost tools must be

reported to the Institution's Chief of Security (Colonel or Major) **immediately**. No inmate will be allowed to leave the area until the lost tool is recovered.

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

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**ATTACHMENT VIII
MASTER PROPERTY PROGRAM LIST
FDC ITN 18-029**

Item Number	Product Class	Product Brand Name	Product Description	Product Size
1	MALE - PROPERTY	NIKE	OVERPLAY VIII MID WHITE	6 - 15
2	MALE - PROPERTY	NEW BALANCE	M490AWL2 WHITE D WIDTH, 2E WIDTH, & 4E WIDTH	7 - 15
3	MALE - PROPERTY	REEBOK	ROYAL TRAINER MENS WHITE	7 - 15
4	MALE - PROPERTY	SHOE CORP	BLACK LEATHER WORK BOOT (MEN & WOMEN)	1.5 - 15
5	MALE - PROPERTY	JERZEES BY RUSSELL	CREWNECK SWEAT SHIRT GRAY	S-XL
6	MALE - PROPERTY	JERZEES BY RUSSELL	CREWNECK SWEAT SHIRT GRAY	2 XL - 6 XL
7	MALE - PROPERTY	RUSSELL	NO POCKET SLEEP SHIRT WHITE	S - 4XL
8	MALE - PROPERTY	RUSSELL	NO POCKET SLEEP SHIRT WHITE	5XL - 6XL
9	MALE - PROPERTY	GRT	MICRO MESH SLEEP SHORT NAVY 9" INSEAM	S - XL
10	MALE - PROPERTY	GRT	MICRO MESH SLEEP SHORT NAVY 9" INSEAM	2 XL - 6 XL
11	MALE - PROPERTY	GRT	MICRO MESH SHORT NAVY 11" INSEAM	S-XL
12	MALE - PROPERTY	GRT	MICRO MESH SHORT NAVY 11" INSEAM	2 XL - 8 XL
13	MALE - PROPERTY	GRT	SPORT MENS BOXER 1CT WHITE	S-2XL
14	MALE - PROPERTY	PLAYERS BIG MAN	MENS BOXER WHITE 2PK WHITE	3XL-6XL
15	MALE - PROPERTY	HANES	MENS TAGLESS T-SHIRT 3PK WHITE	S-XL
16	MALE - PROPERTY	HANES (4XL-6XL PLAYERS BIG MAN BRAND 2PK)	MENS TAGLESS T-SHIRT 3PK WHITE	2XL-6XL
17	MALE - PROPERTY	INDERA MILLS	MENS THERMAL UNDERWEAR, PANTS	S-XL
18	MALE - PROPERTY	INDERA MILLS	MENS THERMAL UNDERWEAR, PANTS	2XL to 6XL
19	MALE - PROPERTY	INDERA MILLS	MENS THERMAL UNDERWEAR, SHIRTS	S-XL
20	MALE - PROPERTY	INDERA MILLS	MENS THERMAL UNDERWEAR, SHIRTS	2XL - 6XL
21	MALE - PROPERTY	GRT	SPORTS CREW SOCK	10-13
22	MALE - PROPERTY	MASTER	LOCK 31 MK	
23	FEMALE-PROPERTY	REEBOK	LADY CLASSIC NYLON LADIES RUNNING	5 - 11
24	FEMALE-PROPERTY	NIKE	WOMENS NEW MODEL T-LITE XI CROSS TRAINING WHITE/GRAY	5 - 12

25	FEMALE PROPERTY	UNION SUPPLY	6" UTILITY BOOT BLACK	5 - 15
26	FEMALE-PROPERTY	JERZEES BY RUSSELL	CREWNECK SWEAT SHIRT GRAY	S-XL
27	FEMALE-PROPERTY	JERZEES BY RUSSELL (5X -6X GRT BRAND)	CREWNECK SWEAT SHIRT GRAY	2XL- 6XL
28	FEMALE-PROPERTY	RUSSELL	NO POCKET SLEEP SHIRT WHITE	S - 4XL
29	FEMALE-PROPERTY	RUSSELL	NO POCKET SLEEP SHIRT WHITE	5XL - 6XL
30	FEMALE-PROPERTY	GRT	MICRO MESH SLEEP SHORT NAVY 9" INSEAM	S-XL
31	FEMALE-PROPERTY	GRT	MICRO MESH SLEEP SHORT NAVY 9" INSEAM	2XL-6XL
32	FEMALE-PROPERTY	GRT	MICRO MESH SHORT NAVY 11" INSEAM	S-XL
33	FEMALE-PROPERTY	GRT	MICRO MESH SHORT NAVY 11" INSEAM	2XL-7XL
34	FEMALE-PROPERTY	INDERA MILLS	WOMENS THERMAL UNDERWEAR, PANTS	S-XL
35	FEMALE-PROPERTY	INDERA MILLS	WOMENS THERMAL UNDERWEAR, PANTS	2XL - 6XL
36	FEMALE-PROPERTY	INDERA MILLS	WOMENS THERMAL UNDERWEAR, SHIRTS	S-XL
37	FEMALE-PROPERTY	INDERA MILLS	WOMENS THERMAL UNDERWEAR, SHIRTS	2XL - 6XL
38	FEMALE-PROPERTY	HANES	JUST MY SIZE COMFORT STRAP 38-50C, 38-50D, 38-50DD	NA
39	FEMALE-PROPERTY	HANES	COMFORT SOFT WIRE FREE BRA , 34A, 36A, 34B, 36B, 38B, 36C, 38C	NA
40	FEMALE-PROPERTY	HANES	COMFORT FLEX SPORT BANDINI	S-XL
41	FEMALE-PROPERTY	RUSSELL	T-SHIRT NO POCKET GREY S-3XL	S-3XL
42	FEMALE-PROPERTY	RUSSELL	T-SHIRT NO POCKET GREY	4XL - 6XL
43	FEMALE-PROPERTY	HANES	HER WAY WOMENS BRIEFS 3PK WHITE	6 - 8
44	FEMALE-PROPERTY	HANES	HER WAY WOMENS BRIEFS 3PK WHITE	9-12
45	FEMALE-PROPERTY	GRT	SPORTS CREW SOCK	10-13
46	FEMALE-PROPERTY	MASTER	LOCK 31 MK	

**ATTACHMENT IX
FACILITY LIST
FDC ITN 18-029**

MAJOR INSTITUTIONS

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

<i>Region I</i>	
Apalachee Correctional Institution East 35 Apalachee Drive Sneads, Florida 32460-4166	Apalachee Correctional Institution West 52 West Unit Drive Sneads Florida 32460-4165
* Calhoun Correctional Institution 19562 SE Institution Drive Blountstown, Florida 32424-5156	* Century Correctional Institution 400 Tedder Road Century, Florida 32535-3659
*Franklin Correctional Institution 1760 Highway 67 North Carrabelle, Florida 32322	Gadsden Reentry Center 26380 Blue Star Highway Havana, FL 32333
Gulf Correctional Institution 500 Ike Steele Road Wewahitchka, Florida 32465-0010	*Gulf Correctional Institution Annex 699 Ike Steel Road Wewahitchka, Florida 32465
* Holmes Correctional Institution 3142 Thomas Drive Bonifay, Florida 32425-0190	* Jackson Correctional Institution 5563 10th Street Malone, Florida 32445-3144
Jefferson Correctional Institution 1050 Big Joe Road Monticello, Florida 32344-0430	* Liberty Correctional Institution 11064 N.W. Dempsey Barron Road Bristol, Florida 32321-9711
Northwest Florida Reception Center 4455 Sam Mitchell Drive Chipley, Florida 32428-3597	Northwest Florida Reception Center Annex 4455 Sam Mitchell Drive Chipley, Florida 32428-3597
* Okaloosa Correctional Institution 3189 Little Silver Rd. Crestview, Florida 32539-6708	Quincy Annex 2225 Pat Thomas Parkway Quincy, Florida 32351-8645
Santa Rosa CI 5850 East Milton Rd. Milton, Florida 32583-7914	Santa Rosa Annex 5850 East Milton Rd. Milton, Florida 32583-7914

<p>* Wakulla Correctional Institution 110 Melaleuca Drive Crawfordville, Florida 32327-4963</p>	<p>Wakulla Annex 110 Melaleuca Drive Crawfordville, Florida 32327-4963</p>
<p>* Walton Correctional Institution 691 Institution Road DeFuniak Springs, Florida 32433-1831</p>	
<i>Region II</i>	
<p>* Baker Correctional Institution P.O. Box 500, 20706 US 90 W. Sanderson, Florida 32087-0500</p>	<p>Columbia Correctional Institution 216 S.E. Corrections Way Lake City, Florida 32025-2013</p>
<p>Columbia Correctional Institution Annex 216 S.E. Corrections Way Lake City, Florida 32025-2013</p>	<p>* Cross City Correctional Institution 568 NE 255th Street Cross City, Florida 32628</p>
<p>* Florida State Prison 7819 N.W. 228th Street Raiford, Florida 32026-1000 <i>(Delivery Vehicle must have drop lift capacity)</i></p>	<p>Florida St. Prison West Unit Post Office Box 747 State Road 16 Starke, Florida 32091-0747</p>
<p>Hamilton Correctional Institution 10650 SW 46th Street Jasper, Florida 32052-1360</p>	<p>Hamilton Correctional Institution Annex 10650 S.W. 46th Street Jasper, Florida 32052-1360</p>
<p>* Lancaster Correctional Institution 3449 S.W. State Road 26 Trenton, Florida 32693-5641</p>	<p>Lawtey Correctional Institution 7819 N.W. 228th Street Raiford, Florida 32026-2000</p>
<p>*Lowell Correctional Institution 11120 NW Gainesville Rd Ocala, Florida 34482-1479</p>	<p>* Madison Correctional Institution 382 Southwest MCI Way Madison, Florida 32340-4430</p>
<p>* Mayo Correctional Institution Annex 8784 US Highway 27 West Mayo, Florida 32066-3458</p>	<p>Putnam Correctional Institution 128 Yelvington Road East Palatka, Florida 32131-2112</p>
<p>*Reception and Medical Center P.O. Box 628 Hwy 231 Lake Butler, Florida 32054-0628</p>	<p>Reception and Medical Center West 8183 SW 152nd Loop P.O. Box 628 Lake Butler, Florida 32054-0628</p>
<p>*Suwannee Correctional Institution 5964 U.S. Highway 90 Live Oak, Florida 32060</p>	<p>Suwannee Correctional Institution Annex 5964 U.S. Highway 90 Live Oak, Florida 32060</p>
<p>* Tomoka Correctional Institution 3950 Tiger Bay Road Daytona Beach, Florida 32124-1098</p>	<p>*Taylor Correctional Institution 8501 Hampton Springs Road Perry, Florida 32348-8747</p>

<p>Taylor Correctional Institution Annex 8501 Hampton Springs Road Perry, Florida 32348</p>	<p>Union Correctional Institution 7819 N.W. 228th Street Raiford, Florida 32026-4000</p>
<p>New River Correctional Institution 8000 NW 80yh Place Raiford, Florida 32083</p>	
<i>Region III</i>	
<p>* Avon Park Correctional Institution P.O. Box 1100 County Road 64 East Avon Park, Florida 33826-1100</p>	<p>Central Florida Reception Center 7000 H C Kelley Rd Orlando, Florida 32831-2518</p>
<p>Central Florida Reception Center East 7000 H C Kelley Road Orlando, Florida 32831-2518</p>	<p>Central Florida Reception Center South 7000 H C Kelley Road Orlando, Florida 32831-2518</p>
<p>* DeSoto Annex 13617 S.E. Highway 70 Arcadia, Florida 34266-7800</p>	<p>Florida Women's Reception Center 3700 NW 111th Place Ocala, Florida 34482-1479</p>
<p>* Hardee Correctional Institution 6901 State Road 62 Bowling Green, Florida 33834-9505</p>	<p>Hernando Correctional Institution 16415 Springhill Drive Brooksville, Florida 34604-8167</p>
<p>Homestead Correctional Institution 19000 S. W. 377th Street Florida City, Florida 33034-6409</p>	<p>Lake Correctional Institution 19225 U.S. Highway 27 Clermont, Florida 34715-9025</p>
<p>Lowell Correctional Institution Annex 11120 NW Gainesville Rd Ocala, Florida 34482-1479</p>	<p>* Marion Correctional Institution 3269 NW 105th Street Lowell, Florida 32663-0158</p>
<p>* Polk Correctional Institution 10800 Evans Road Polk City, Florida 33868-6925</p>	<p>Sumter Correctional Institution and BTU 9544 County Road 476B Bushnell, Florida 33513-0667</p>
<p>Zephyrhills Correctional Institution 2739 Gall Boulevard Zephyrhills, Florida 33541-9701</p>	
<i>Region IV</i>	
<p>Charlotte Correctional Institution 33123 Oil Well Road Punta Gorda, Florida 33955-9701</p>	<p>Dade Correctional Institution 19000 S. W. 377th Street Florida City, Florida 33034-6409</p>
<p>Everglades Correctional Institution 1601 S.W. 187th Ave. Miami, Florida 33185-3701</p>	<p>Homestead Correctional Institution 19000 S. W. 377th Street Florida City, Florida 33034-6409</p>

<p>* Martin Correctional Institution 1150 S.W. Allapattah Road Indiantown, Florida 34956-4397</p>	<p>Okeechobee Correctional Institution 3420 N.E. 168th St. Okeechobee, Florida 34972-4824</p>
<p>South Florida Reception Center 14000 NW 41st Street Doral, Florida 33178-3003</p>	<p>South Florida Reception Center : South Unit 13910 NW 41st Street Doral, Florida 33178-3014</p>

WORK CAMPS, FORESTRY CAMPS & ROAD PRISONS

<i>Region I</i>	
<p>Calhoun Work Camp 19564 SE Inst. Drive Blountstown, Florida 32424-5156</p>	<p>Century Work Camp 400 Tedder Road Century, Florida 32535-3659</p>
<p>Franklin Work Camp 1760 Highway 67 North Carrabelle, FL 32322</p>	<p>Graceville Work Camp 5230 Ezell Road Graceville, Florida 32440-4289</p>
<p>Gulf Forestry Camp 3222 DOC Whitfield Road White City, Florida 32465</p>	<p>Holmes Work Camp 3182 Thomas Drive Bonifay, Florida 32425-4238</p>
<p>Jackson Work Camp 5607 10th Street Hwy 71 North Malone, Florida 32445-9998</p>	<p>Liberty Work Camp 11064 NW Dempsey Barron Road Bristol, Florida 32321-0711</p>
<p>Okaloosa Work Camp 3189 Little Silver Road Crestview, Florida 32539-6708</p>	<p>Santa Rosa Work Camp 5850 East Milton Road Milton, Florida 32583</p>
<p>Wakulla Work Camp 110 Melaleuca Drive Crawfordville, Florida 32327-4963</p>	<p>Walton Work Camp 301 World War II Veterans Lane De Funiak Springs, Florida 32433-1838</p>
<p>Taylor Work Camp 8501 Hampton Springs Road Perry, Florida 32348-0000</p>	
<i>Region II</i>	
<p>Baker Work Camp P.O. Box 500 US 90 E. Sanderson, Florida 32087-0500</p>	<p>Cross City Work Camp 568 N.E. 255th Street Cross City, Florida 32628</p>
<p>Columbia Work Camp 216 S.E. Corrections Way Lake City, Florida 32025</p>	<p>Gainesville Work Camp 1000 NE 55th Blvd. State Road 26 East Gainesville, Florida 32641-6067</p>

<p>Hamilton Work Camp 10650 SW 46th St. Jasper, Florida 32052</p>	<p>Lancaster Work Camp 3449 SW SR 26 Trenton, Florida 32693-5641</p>
<p>Madison Work Camp Post Office Box 692 382 SW MCI Way Madison, Florida 32340-4430</p>	<p>Mayo Work Camp 8976 US 27 West Mayo, Florida 32066</p>
<p>RMC Work Camp P.O. Box 628 Lake Butler, Florida 32054</p>	<p>Suwannee Work Camp 5964 U.S. Highway 90 Live Oak, Florida 32060</p>
<p>Tomoka Work Camp 3950 Tiger Bay Road Daytona Beach, Florida 32124-1098</p>	<p>New River Work Camp 7819 N.W. 228 Street Raiford, Florida 32026-4000</p>
<i>Region III</i>	
<p>Avon Park Work Camp Post Office Box 1100 County Road 64 East Avon Park, Florida 33826-1100</p>	<p>DeSoto Work Camp Highway 70 East Arcadia, Florida, 34266</p>
<p>Hardee Work Camp 6899 State Road 62 Bowling Green, Florida 33834-9505</p>	<p>Largo Road Prison 5201 Ulmerton Road Clearwater, Florida 33760-4006</p>
<p>Lowell Work Camp 11120 NW Gainesville Road Ocala, Florida 34482</p>	<p>Marion Work Camp Post Office Box 158 3269 NW 105th Street Lowell, Florida 32663-0158</p>
<p>Polk Work Camp 10800 Evans Road Polk City, Florida 33868-6925</p>	<p>Sumter Work Camp Post Office Box 1807 9544 County Road 476B Bushnell, Florida 33513-0667</p>
<i>Region IV</i>	
<p>Ft. Myers Work Camp P.O. Box 051107 12551 Wainwright Drive Immokalee, Florida 34142-9628</p>	<p>Loxahatchee Road Prison 230 Sunshine Road West Palm Beach, Florida 33411-3616</p>
<p>Martin Work Camp 1150 SW Allapattah Road Indiantown, Florida 34956-4310</p>	<p>Okeechobee Work Camp 3420 NE 168th St. Okeechobee, Florida 34972</p>
<p>Sago Palm Work Camp 15500 Bay Bottom Rd Pahokee Florida 33476</p>	

COMMUNITY RELEASE CENTERS

<i>Region I</i>	
Panama City CRC 3609 Highway 390 Panama City, Florida 32405-2795	Pensacola CRC 3050 North L. Street Pensacola, Florida 32501-1010
Tallahassee CRC <u>Physical Address</u> 2616A Springhill Road <u>Delivery Address</u> 2628 Springhill Road Tallahassee, Florida 32310-6730	
<i>Region II</i>	
Daytona Beach CRC 3601 U.S. Highway 92 West Daytona Beach, Florida 32124-1002	
<i>Region III</i>	
Kissimmee CRC 2925 Michigan Avenue Kissimmee, Florida 34744-1200	Orlando CRC 7300 Laurel Hill Road Orlando, Florida 32818-5278
Pinellas CRC 5205 Ulmerton Road Clearwater, Florida 33760-4002	St. Petersburg CRC 4237 8th Avenue, South St. Petersburg, Florida 33711-2000
<i>Region IV</i>	
Atlantic CRC 263 Fairgrounds Road West Palm Beach, Florida 33411-3639	Ft. Pierce CRC 1203 Bell Avenue Ft. Pierce, Florida 34982-6544
Hollywood CRC P.O. Box 8759 8501 W. Cypress Drive Pembroke Pines, Florida 33025-4542	Miami North CRC 7090 Northwest 41st Street Miami, Florida 33166-6817
Opa Locka CRC 5400 Northwest 135th Street Opa Locka, Florida 33054-4310	West Palm Beach CRC 261 West Fairgrounds Road West Palm Beach, Florida 33411-3639