



FLORIDA DEPARTMENT OF CORRECTIONS

## Bureau of Procurement

**INVITATION TO BID (ITB)**

**FOR**

**Temporary Pharmacy  
Staffing**

**FDC ITB-20-026**

**RELEASED ON**

**September 17, 2020**

**By the:**

**Florida Department of Corrections  
Office of Financial Management  
Bureau of Procurement  
501 S. Calhoun Street  
Tallahassee, FL 32399-2500  
(850) 717-3700**

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**Procurement Officer  
Vickie Woodward**

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

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**TIMELINE**  
**FDC ITB-20-026**

EVENT	DATE/TIME	LOCATION
Release of ITB	September 17, 2020	Vendor Bid System <a href="http://www.myflorida.com/apps/vbs">http://www.myflorida.com/apps/vbs</a>
Last day for written Inquiries to be received by the Department	September 25, 2020 By 5:00 p.m., Eastern Time	Submit to: Florida Department of Corrections Vickie Woodward, Procurement Officer Email: <a href="mailto:purchasing@fdc.myflorida.com">purchasing@fdc.myflorida.com</a> Conference Call Number: (888) 585-9008 Conference Room Number: 701-874-802
Anticipated Posting of Written Responses to Written Inquiries	October 21, 2020	Vendor Bid System; <a href="http://www.myflorida.com/apps/vbs">http://www.myflorida.com/apps/vbs</a>
Sealed Bids Due and Opened	November 2, 2020 2:00 p.m., Eastern Time	Submit to: Florida Department of Corrections Vickie Woodward, Procurement Officer 501 South Calhoun Street Tallahassee, Florida 32399-2500
Anticipated Posting of Recommended Award	November 30, 2020	Vendor Bid System; <a href="http://www.myflorida.com/apps/vbs">http://www.myflorida.com/apps/vbs</a>

## SECTION 1.0 INTRODUCTORY MATERIALS

### 1.1 Statement of Purpose

The purpose of this Invitation to Bid (ITB) is to secure Responsive Bids, from Responsible Bidders, to provide relief coverage by way of temporary or other staffing services for Pharmacists and Pharmacy Technicians at the Department's pharmacies as listed in Attachment IV, Service Locations. The Department is issuing this solicitation to establish a new Contract.

### 1.2 Contract Term and Renewal

As a result of this ITB, the successful Responsible Bidder will be awarded a three (3) year Contract. The Department and the successful Bidder may renew the Contract in whole or in part, for a renewal term not to exceed three (3) Years, or portions thereof, at the renewal pricing specified in the successful Bidder's Bid, upon mutual agreement of the Department and the successful Bidder as set forth in the Contract.

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

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

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

### 1.4 Definitions

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

- a. **Contract:** A written agreement between the Department and the awarded Bidder.
- b. **Bid:** A Bidder's response to this ITB, which the Bidder shall submit on approved forms.
- c. **Bidder, Contractor, or Vendor:** A legally qualified corporation, partnership, or other business entity that submits a bid to the Department in response to this ITB.
- d. **Day:** A calendar day, unless otherwise noted.
- e. **Department (FDC):** The Florida Department of Corrections.
- f. **Final Check:** Complete the final check and initial the prescription filled by the Pharmacy Technician.
- g. **Mandatory Responsiveness Requirements:** Terms, conditions, and requirements that must be met by the Bidder to be considered responsive to this solicitation.
- h. **Material Deviation(s):** A deviation which, in the Department's sole discretion, is not in substantial accord with the ITB's requirements, provides a substantial competitive

advantage to one Bidder over other Bidders, has a potentially significant effect on the quantity or quality of items Bid, or on the cost to the Department.

- i. **Minor Irregularity:** A variation from the ITB terms and conditions which does not give the Bidder a substantial competitive advantage or benefit not enjoyed by other Bidders, and not adversely impact the interests of the Department.
- j. **PCard:** The State of Florida's purchasing card program which utilizes the Visa platform.
- k. **Pharmacist:** A qualified Pharmacist who possesses a current valid Florida Pharmacist's license in accordance with Chapter 465, F.S.
- l. **Pharmacy Technican:** A qualified Pharmacy Technican who possesses a current valid Florida Pharmacy Technican's license in accordance with Chapter 465, F.S.
- m. **Pharmacy Manager:** The Pharmacist designated as the Prescription Department Manager.
- n. **Responsible Bidder:** A Bidder who can fully perform all aspects of the Contract requirements, and the integrity and reliability to ensure good faith performance.
- o. **Responsive Bid:** A Bid submitted by a Responsible Bidder that conforms to all material aspects of this ITB.
- p. **Specifications:** The detailed conditions and requirements of the ITB and Contract, including technical specifications, and other descriptions of the work, as outlined in the ITB documents.
- q. **Subcontract:** An agreement between the Bidder and any other person, or organization, wherein that person or organization agrees to perform any contractual duties for the Bidder, specifically related to securing, or fulfilling, the Bidder's obligations to the Department, under the terms of any Contract. The awarded Bidder is not relieved of its duties under the Contract when it enters a Subcontract.

## **SECTION 2.0 SCOPE OF WORK**

### **2.1 Specifications**

The awarded Bidder shall provide supplemental staffing of licensed, qualified Pharmacists and Pharmacy Technicians as described in Chapter 465, F.S., to perform duties as required and described in Section 2.3, of this ITB. All services must be bid as specified in this ITB.

### **2.2 Rules and Regulations**

The awarded Bidder must comply with all applicable State and federal laws, regulations, The Department's Health Services Bulletins (HSBs), procedures, and requirements related to the following:

- 2.2.1** All services provided must meet the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Standards for Privacy of Individually

Identifiable Health Information, Chapters 120, 465, 499, and 893 of F.S.; Chapters 33, and 64B16, of the Florida Administrative Code (F.A.C.); and any additional applicable local, state and federal laws, rules, and regulations. Should licensing or program requirements change during the course of the resulting Contract, the updated regulations and requirements will take precedence. The above laws, rules, and regulations are incorporated herein by reference and made part of this solicitation and the Contract, as if fully stated.

- 2.2.2** The Bidder and the Department shall work cooperatively to ensure program integrity and compliance with Department rules, policies, and procedures.
- 2.2.3** The Bidder shall comply with the provisions of the Americans with Disabilities Act (ADA). This includes provisions referencing both employment and public service agencies (Titles I and II), as well as any other applicable provision.
- 2.2.4** Any changes in the Scope of Service required to ensure continued compliance with State and federal laws, statutes or regulations, legal settlement agreement or consent order or Department policy, will be made in accordance with Section 5.2, Modifications after Contract Execution.

## **2.3 Awarded Bidder Responsibilities**

- 2.3.1** Upon request by the Department, the awarded Bidder shall respond and have Pharmacist available within two (2) business days. If the awarded Bidder does not respond and have a Pharmacist available within five (5) business days an additional financial consequences will be applied on a annual basis.

The Pharmacist shall:

- a. Perform all pharmacy-related duties in strict compliance with the Florida Statutes, Florida Board of Pharmacy-, Federal Drug Enforcement Administration, and De Procedures;
- b. Prepare and dispense medications after receiving a written order from a practitioner authorized by state law to prescribe medications. Verbal orders from an authorized practitioner over the telephone may be taken by the Pharmacist and immediately reduced to writing if time does not permit a written order to be delivered to the pharmacy;
- c. Complete the final check and initial the prescription filled by the Pharmacy Technician;
- d. Authorize and direct the supervision of pharmacy personnel when transferring, labels of one (1) medication from one (1) container to another;
- e. Directly supervise and conduct in-process and final checks, and affix his/her initials to the record of prepackaging and labeling of unit and multiple-dose packages; and

- f. Assist with other tasks as directed by the Department's Pharmacy Manager, or designee.

**2.3.2** Upon request by the Department, the awarded Bidder shall respond and have Pharmacy Technicians available within two (2) business days. Pharmacy Technicians shall perform services under the direct and immediate supervision of a licensed Pharmacist.

Pharmacy Technicians shall:

- a. Assist the Pharmacist in the preparation of applicable prescriptions, to include the creation of prescription labels and the entry of prescription information or physician's orders into the Department's computer system. The Pharmacy Technicians shall not dispense medications or initial the prescription;
- b. Prepackage and label both single and multiple-dose packages pursuant to the Department's appropriate procedures;
- c. Maintain the Drug Enforcement Administration's required documentations for controlled medications;
- d. Prepare orders for shipping including but not limited to the checking of shipping lists to make sure all listed orders are placed in the appropriate containers for shipment to Department facilities; and
- e. Assist with other tasks as directed by the Pharmacy Manager, or his/her designee.

## **2.4 Staffing Qualifications**

**2.4.1** The awarded Bidder shall provide an adequate level of staffing for the provision of the services outlined herein and shall ensure that staff providing services under the contract are highly trained properly licensed, and qualified. Additionally, the awarded Bidder shall liaise with, and maintain a good working relationship with, the judiciary, criminal justice system, Department staff, and the community if required to support the Contract.

**2.4.2** The Bidder shall ensure all of its staff providing services under the Contract shall have the ability to understand and speak English to allow for effective communication between the awarded Bidder's staff, Department staff, and inmates.

**2.4.3** Upon execution of the Contract, and annually thereafter, the awarded Bidder shall submit the licensure information for each Pharmacist and Pharmacy Technician assigned to the contract, to the Department's Contract Manager, or designee, for review and approval. Only Department's approved Pharmacists and Pharmacy Technicians shall be allowed to perform work under the Contract.



**2.4.4** The awarded Bidder shall ensure its staff performing services under the Contract meet the Department's minimum qualifications for the specific position/job class.

## **2.5 Staffing Changes**

Prior to the substitution of any individual pre-approved staff, the awarded Bidder shall provide written justification and obtain written approval of the change from the Department. This written justification shall include a description of the circumstances requiring the change(s) and a list of the proposed staff substitution(s). The description must be detailed enough to permit the Department to evaluate how substituting the awarded Bidder's personnel will impact the project. The Department, at its option, may agree to accept personnel of equal or superior qualifications in the event that circumstances necessitate the replacement of previously assigned personnel. Any such substitution shall be made only after consultation with the Department's staff.

## **2.6 Orientation and Training**

Both the Department's and the awarded Bidder's responsibilities with respect to orientation and training are listed below:

**2.6.1** The Department will determine what type and duration of orientation and training is appropriate for the awarded Bidder's staff. Job-specific orientation and training with regards to particular policies, procedures, rules, and/or processes shall be coordinated between the awarded Bidder and designated Department staff at the service location

**2.6.2** The Department will provide a job specific orientation and training at the service location. The Department will compensate the awarded Bidder for the Pharmacist's and the Pharmacy Technician's hours for attending orientation and training as indicated above. The new employee orientation will be provided by the Department before the awarded Bidder's staff begins to provide services at a service location. At each location, the Bidder shall coordinate, the administration and scheduling of the new employee orientation of its staff with designated Department staff.

**2.6.3** At their expense, the awarded Bidder shall, track and document all orientation and training hours, as indicated above. This documentation shall include the name of Pharmacist or Pharmacy Technician who attended the orientation/training and the amount of hours worked, to be submitted to the Department's Contract Manager, or designee, upon request.

**2.6.4** The Department is not responsible for any required professional or non-professional education/training required for the awarded Bidder's staff to perform duties under the Contract. The Bidder will bare all costs required to ensure the licensing of its staff.

## **2.8 Reporting Requirements**

The Bidder shall submit and maintain the following records and documentation. The Department reserves the right to require ad-hoc, and/or additional reporting requirements, as necessary. In addition, the Bidder shall provide the following reports:

### **2.8.1 Weekly Report**

The awarded Bidder shall submit a report with each weekly invoice containing the data described below:

- a. The date the Department requested staffing from the awarded Bidder;
- b. The date the awarded Bidder's staff reported to the service location;
- c. The service location worked;
- d. The name of the awarded Bidder's staff;
- e. The position being filled;
- f. The dates worked;
- g. The total hours worked per day; and
- h. The total hours worked per week.
- i. The type of hours worked (orientation, training, working hours).

### **2.8.2 Annual Report**

The awarded Bidder shall submit an annual report no later than June 30<sup>th</sup> of each calendar year containing the data described below:

- a. The total number of times the Department issued requests for Pharmacists to the Bidder;
- b. The total number of times the Department issued request for Pharmacy Technicians to the Bidder;
- c. The total number of times the Department issued request for Pharmacists to be filled by the awarded Bidder including the license number and expiration date, work assignment, and total number of hours worked to the bidder;
- d. The total number of Department issued request for Pharmacy Technicians to be filled by the awarded Bidder including the license number, expiration date, work assignment, and total number of hours worked to the Bidder.

Mere receipt of required reports by the Department shall not be construed to mean or imply acceptance of those reports. It is specifically intended that Department acceptance of required reports shall constitute a separate act. The Department reserves the right to reject reports as incomplete, inadequate, or unacceptable according to the parameters set forth in the Contract. The Department, at its option, may allow additional time where the awarded Bidder may remedy the objections noted by the Department. The Department may, after having given the awarded Bidder a reasonable opportunity to complete, make adequate or acceptable corrections to its response, and declare the Contract to be in default.

## 2.9 Performance Measures and Financial Consequences

The Department desires to contract with a Bidder who clearly demonstrates its willingness to be held accountable for the achievement of successful Contract performance upon execution of the Contract. The Bidder agrees it will be assessed a reasonable amount of financial consequences, in accordance with Florida Statute, which are not intended to be a penalty, and are solely intended to incentivize performance under the Contract.

Nothing in this section shall be construed to make the Bidder liable for delays that are beyond their reasonable control. The Department's Contract Manager, or designee, shall determine as to what the term "reasonable" will mean in the context of any delay. Nothing in this section shall limit the Department's right to pursue other remedies at equity or law if damages occur.

Listed below are the key Performance Outcomes, Measures, and Standards deemed most crucial to the success of the overall desired service delivery. The awarded Bidder shall ensure that the stated Performance Outcomes and Standards.

### 2.9.1 Performance Measure #1 – Timeliness of Staffing

<b>Outcome:</b>	The awarded Bidder shall maintain staffing services that meet the Department's needs in a timely manner.
<b>Measure:</b>	A weekly evaluation will be conducted after receipt of the invoice/report.
<b>Standard:</b>	The awarded Bidder shall respond and have a Pharmacist or Pharmacy Technician available within two (2) business days of a Department request.
<b>Financial Consequence:</b>	Failure to respond and have Pharmacist or Pharmacy Technician available in the time and manner specified will result in reduction in payment to the awarded Bidder by \$100.00 per day, for each day in which the performance measure standard was not met.

### 2.9.2 Performance Measure #3 – Annual Monitoring

<b>Outcome:</b>	The awarded Bidder shall maintain staffing services that meet the contractual obligations noted on the Annual Comprehensive Program Evaluation, completed by the Department.
<b>Measure:</b>	On an annual basis, the Department will conduct this evaluation, and a percentage of compliance will be noted.
<b>Standard:</b>	At the minimum the awarded Bidder shall meet or exceed providing requested staff 90% of the time annually as required on the Annual Comprehensive Program Evaluation.

**Financial Consequence:** The awarded Bidder shall be assessed \$500, if this performance measure standard is not met during the annual monitoring.

## **2.10 Performance Standards**

The standard for each Performance Measure shall be met for the amount of time specified. The awarded Bidder shall advise the Department, in writing, of any extenuating or mitigating circumstances that will prohibit them from meeting the above-outlined Performance Measure Standards.

The Bidder expressly agrees to the assessment of financial consequences, if Performance Measures are not achieved. The assessment of financial consequences by the Department does not waive or limit an additional remedy available at law or in equity.

The Department, shall provide written notice to the awarded Bidder of all financial consequences assessed, accompanied by detail sufficient for justification of assessment. Within 10 business days of receipt of a written notice of demand for consequences due, the awarded Bidder shall forward payment to the Department. Payment shall be for the appropriate amount, be made payable to the Department, and be in the form of a cashier's check or money order.

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

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

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

### **3.2 Records and Documentation**

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

confidential and exempt from public records disclosure requirements. If the Bidder keeps and maintains public records upon completion of the resulting Contract, the Bidder shall meet all applicable requirements for retaining public records.

All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department. Unless a greater retention period is required by State or federal law, all documents pertaining to the program contemplated by this ITB shall be retained by the Bidder for a period of five (5) years after the termination of the Contract or longer as may be required by any renewal or extension of the resulting Contract. According to Section 287.058(1)(c), F.S., the Department is allowed to unilaterally cancel the Contract for refusal by the Bidder to allow public access to all documents, papers, letters, or other material made or received by the Bidder in conjunction with the resulting Contract unless the records are exempt from Section 24(a) of Art. I of the State Constitution and Sections 119.07(1) and 119.071, F.S.

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

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

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

### **3.4 Vendor Ombudsman**

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

### **3.5 Payment and Invoicing**

Pricing for the Contract will be at a fixed, hourly rate. The Department will compensate the awarded Bidder for the delivery of commodities and/or services, as specified in Attachment I, Price Page. All charges must be billed in arrears, in accordance with Section 215.422, F.S. The Bidder must submit invoices on a weekly basis if any services were rendered. The Bidder must include any and all supporting documentation, as well as its name, mailing address, tax identification (ID) number/FEIN, PO number, and items provided.

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

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

The General Instructions to Respondents are outlined in form PUR 1001 and are incorporated in this ITB by reference. The PUR 1001 is available as a downloadable

document at <http://dms.myflorida.com/content/download/2934/11780>. Any terms and conditions set forth within this ITB document shall supersede any and all conflicting terms and conditions set forth within form PUR 1001. There is no need to return this document with the Bid response.

## 4.2 Bidder Inquiries

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

Responses to written questions will be posted on the Vendor Bid System (VBS) on or about the date referenced in the Timeline. The VBS is located at <http://www.myflorida.com/apps/vbs>.

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

Between the release of the solicitation, and the end of the 72-hour period following posting of notice of intention to award (72-hour period excludes Saturdays, Sundays, and State holidays), Bidders responding to this solicitation, or persons acting on their behalf, may not contact any employee, or officer, of the executive, or legislative branches of government, concerning any aspect of this solicitation, except in writing to the Procurement Officer as provided in this solicitation. Violation of this provision may be grounds for rejecting a response, as per Section 287.057(23), F. S.

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

## 4.3 Cost of Bid Preparation

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

## 4.4 Instructions for Bid Submittal

Each Bid response shall be prepared simply and economically, providing a straightforward, concise delineation of the Bidder's capabilities to satisfy the requirements of this ITB. Elaborate bindings, colored displays, and promotional material are discouraged. The emphasis in each Bid must be on completeness and clarity of content. To expedite the review of Bids, Bidders must adhere to the following:

- 1) Bids may be sent by U.S. Mail, Courier, Overnight, or hand-delivered to the location indicated in the Timeline. Electronic submission of bids will not be accepted for the ITB.

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

#### **4.5 Price Page**

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

Bids must be firm prices and be inclusive of all travel, environmental and fuel service fees, and any other relevant and related charges. If a submitted Attachment I, Price Page includes inconsistencies, inaccuracies, or is incomplete, it may be rejected by the Department. All calculations will be reviewed and verified. The Department may correct mathematical errors; however, in the event of any miscalculation, unit prices shall prevail.

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

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

- 1) Price Page – Attachment I
- 2) Bidder's Contact Information and Certification – Attachment II

#### **4.7 Disclosure of Bid Submittal Contents**

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

#### **4.8 Bid Opening**

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

#### **4.9 Bid Evaluation**

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

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

An award shall be made to the Responsible Bidder with the lowest Grand Total Price, as specified in Attachment I, Price Page. The Bidder is required to complete Attachment I, Price Page in its entirety for their Bid to be considered responsive. In the event the Responsible Bidder with the lowest Grand Total Price is found non-responsive, the Department may proceed to the next Responsible Bidder with the lowest Grand Total Price and continue the award process.

#### **4.11 Disposal of Bids**

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

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

A Bid may be withdrawn by submitting a written request for its withdrawal to the Department's Procurement Officer. The withdrawal request must be signed by an authorized representative of the Bidder and must be received within 72 hours after the Bid submission date indicated in the Timeline. Any other Bid shall remain valid for 180 days from the Bid's opening date.

#### **4.13 Addenda**

If the Department deems it necessary to supplement, modify, or interpret any portion of the solicitation or exhibits, addenda, and materials relative to this procurement, the information will be posted on the Florida Vendor Bid System (<http://www.myflorida.com/apps/vbs>).

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



#### **4.14 Verbal Instruction Procedure/Discussions**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Beginning January 1, 2021, every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor shall not enter into a contract unless each party to the contract registers with and uses the E-Verify system in accordance with Section 448.095, F.S.

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

The Florida Department of Financial Services (DFS) requires all Bidders that do business with the State to electronically submit a Substitute W-9 Form to <https://flvendor.myfloridacfo.com>. Forms and answers to frequently asked questions are located on that website once a registration has been completed. DFS is ready to assist

Bidders with additional questions and may be reached by contacting (850) 413-5519, or [FLW9@myfloridacfo.com](mailto:FLW9@myfloridacfo.com).

Beginning January 1, 2021, every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system in accordance with section 448.095, F.S.

#### **4.20 Scrutinized Companies Certification**

The Bidder certifies they are not listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S., and they are not currently engaged in a boycott of Israel. If the Contract exceeds \$1,000,000.00 in total, not including renewal years, the Bidder certifies that they are not listed on either 1) the Scrutinized Companies with Activities in Sudan List, or 2) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created under Sections 215.473, F.S., and 215.4725, F.S., and further certifies they are not engaged in business operations in Cuba or Syria. Pursuant to Sections 287.135(5), F.S., and 287.135(3), F.S., the Bidder agrees the Department may immediately terminate the Contract for cause if the Bidder is found to have submitted a false certification or if the Bidder is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or has engaged in business operations in Cuba or Syria during the term of the Contract. Any company that submits a bid or proposal for a Contract, or intends to enter into or renew a Contract with an agency or local governmental entity for commodities or services, of any amount, must certify that the company is not participating in a boycott of Israel.

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

During the solicitation evaluation process, if the Department receives identical pricing or scoring from multiple Bidders, the Department shall determine the order of award using the criteria outlined in Sections 295.187, 287.082, 287.084 and 287.087 F.S.

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

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

#### **4.23 Inspector General**

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

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

In accordance with Florida law, the Contractor agrees to disclose any requested information, relevant to the performance of this Contract, to members or staff of the Florida Senate or Florida House of Representatives, as required by the Florida

Legislature. The Contractor is strictly prohibited from enforcing any nondisclosure clauses conflictive with this requirement.

#### **4.25 Protest Procedures**

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

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## **SECTION 5.0 SPECIAL CONDITIONS**

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

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

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

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

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

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

### **5.3 State Initiatives**

#### **5.3.1 Diversity in Contracting**

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

The State is dedicated to fostering the continued development and economic growth of minority-owned, women-owned, and service-disabled veteran-owned business enterprises. Participation by a diverse group of Vendors doing business with the State is central to this effort. To this end, minority-owned, women-owned, and service-disabled veteran-owned business enterprises must participate in the State's procurement process as both Bidders, and subcontractors, of this solicitation.

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

[http://dms.myflorida.com/other\\_programs/office\\_of\\_supplier\\_diversity\\_osd/](http://dms.myflorida.com/other_programs/office_of_supplier_diversity_osd/)

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

### **5.3.2 Environmental Considerations**

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

## **5.4 Subcontracts**

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

If the Bidder utilizes a subcontractor, the Bidder shall pay the subcontractor within seven (7) business days after any payment is received from the Department, per Section 287.0585, F.S. It is understood, and agreed upon, that the Department shall not be held accountable to any subcontractor for any expenses or liabilities incurred under the subcontract, and that the Bidder shall be solely responsible to the subcontractor for all expenses and liabilities under the Contract. If the Bidder fails to pay the subcontractor within seven (7) business days, the Bidder shall pay the penalty to the subcontractor in the amount of one-half ( $\frac{1}{2}$ ) of one percent (1%) of the amount due, per day, from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed, and shall not exceed 15% of the outstanding balance due.

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

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

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

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

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

## **5.6 Employment of Department Personnel**

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

## **5.7 Prison Rape Elimination Act (PREA)**

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

115. The Vendor will also comply with all Department policies and procedures that relate to PREA, which will be made available to the Vendor upon request.

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**Attachment I – Price Page  
FDC ITB-20-026**

Bids must be firm prices and shall include any other relevant and other applicable fees. Bidders shall provide an Hourly Rate per item in column (C) below, then propagate a total. By submitting pricing below, the Bidder agrees that in the absence of an equitable price adjustment, as indicated in PUR 1000 (Section 5.1), renewal pricing will remain the same as the initial pricing Bid.

For each item below, the Vendor shall provide the proposed hourly rate for each position as indicated in Columns A-C. The hourly rates are for all locations listed in Attachment IV, Service Locations and all shifts. Compensation will not be made to travel to and from the Service Locations.

<b>(A) Position</b>	<b>(B) Pharmacy Staff</b>	<b>(C) Hourly Rate (All inclusive - Regardless of shift)</b>
1	Pharmacist	\$ _____
2	Pharmacy Technician	\$ _____
<b>Grand Total Price (Sum of Column C)</b>		<b>\$ _____</b>

**THE FOLLOWING INFORMATION MUST BE PROVIDED BY THE BIDDER:**

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

\_\_\_\_\_  
**FEIN**

\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Printed Name and Title of Signer**

**Attachment II – Bidder’s Contact Information and Certification  
FDC ITB-20-026**

- I. The Bidder shall identify its best contact information for solicitation and contractual purposes by completing the requested fields in the table below.

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

- II. Per Section 4.20, any company that submits a Bid for a Contract, or intends to enter into or renew a Contract with an agency or local governmental entity for commodities or services, of any amount, must certify that the company is not participating in a boycott of Israel. By signing below, the Bidder’s manifests this certification:

\_\_\_\_\_

Bidder’s Authorized RepresentativeSignature

\_\_\_\_\_

Date

**Attachment III – Certification of Drug-Free Workplace Program  
FDC ITB-20-026**

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or services that are being bid a copy of the statement specified in Subsection (1).
4. In the statement specified in Subsection (1), notify the employees that, as a condition of working on the commodities or Contractual services that are being bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of applicable laws, rules, and regulations.

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

**Vendor Name:**

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**Vendor's Signature:**

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**Attachment IV – Service Locations  
FDC ITB-20-026**

The awarded Bidder shall provide services defined, under the Contract, for the following locations:

<p style="text-align: center;">Lowell Correctional Institution Pharmacy 11120 NW Gainesville Rd Ocala, Florida 34482-1479</p>	<p style="text-align: center;">Region I Pharmacy 2980 State Corrections Road Marianna, FL 32448</p>
<p style="text-align: center;">Reception &amp; Medical Center Pharmacy 7765 S. CR 231 P.O. Box 628 Lake Butler, Florida 32054-0628</p>	<p style="text-align: center;">Region II Pharmacy 7819 N.W. 228th Street Raiford, Florida 32026-4000</p>

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**Attachment V – Security Requirements**  
**FDC ITB-20-026**

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

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

- 2) Do not leave keys in the ignition of motor vehicles. All vehicles must be locked, and windows rolled up when parked on state property. Wheel locking devices may also be required.
- 3) All keys must be kept in pockets at all times.
- 4) Confirm with the Institutional Warden where construction vehicles should be parked.
- 5) Obtain formal identification (driver's license or non-driver's license identification obtained from the Florida Department of Highway Safety and Motor Vehicles or equivalent agency in another state) that must be presented each time Contractor staff enter or depart the Institution and as requested by Department staff.
- 6) Absolutely no transactions between Contract personnel and inmates are permitted. Transactions include, but are 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 rapidly and effectively. Class A tools are defined as those tools which, in their present form, are most likely to be used in an escape or to do bodily harm to staff or inmates. Class B tools are defined as tools of a less hazardous nature. Every tool is to be geographically controlled and accounted for at all times. At the

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

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

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